

# FEDERAL REGISTER

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## Rules, Regulations, Orders

### TITLE 6—AGRICULTURAL CREDIT

#### CHAPTER II—COMMODITY CREDIT CORPORATION

[1940 C. C. C. Corn Form 1—Instructions]

##### PART 217—1940 CORN LOANS<sup>1</sup>

These instructions are issued pursuant to the provisions of Title III—section 302 (a) of the Agricultural Adjustment Act of 1938, as Amended.

Commodity Credit Corporation has authorized the making of loans in accordance with these instructions upon the security of corn stored on farms in certain areas.

Sec.

- 217.1 Definitions.
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**§ 217.1 Definitions.** For the purpose of these instructions and the notes and mortgages relating thereto, the following terms shall be construed, respectively, to mean:

(a) *Eligible producer.* (For each farm as determined by the county agricultural conservation committee in accordance with the provisions of the 1940 Agricultural Conservation Program.)

(1) For counties listed in § 217.2 (a) (1940 commercial corn area), an eligible producer shall be any person, partnership, association, or corporation producing corn as landowner, landlord, or tenant, upon whose farm the 1940 field-corn acreage planted does not exceed the 1940

corn acreage allotment established for the farm pursuant to Title III of the Agricultural Adjustment Act of 1938, as amended.

(2) For counties listed in § 217.2 (b), an eligible producer shall be any person, partnership, association, or corporation producing corn as landowner, landlord, or tenant, upon whose farm the 1940 total acreage of soil-depleting crops does not exceed the 1940 total acreage allotment for soil-depleting crops established for the farm pursuant to the provisions of the 1940 Agricultural Conservation Program.

(b) *Eligible corn.* Ear corn, from December 1, 1940 to September 30, 1941, inclusive, and shelled corn from July 1, 1941 to September 30, 1941, inclusive, produced in 1940 in the areas listed in § 217.2 (a) and § 217.2 (b) shall be eligible in all such areas except the area in which corn is subject to angoumois moth infestation, provided:

(1) The beneficial interest to such corn is and always has been in the eligible producer; or

(2) Such corn was purchased by an eligible producer who will operate a different farm in 1941 (or 1942) from that operated in 1940 (or 1941) from another eligible producer, and the number of bushels is not in excess of the number of bushels produced by the borrower on the farm operated by him as an eligible producer in 1940;

(3) Such corn is merchantable field-corn which grades No. 3 or better (except for moisture content and test weight) as defined in the official grain standards of the United States, and that the test weight is not less than 48 pounds or the moisture content is not in excess of the following:

	Percent
From December 1, 1940 to February 28, 1941, inclusive	20½
From March 1, 1941 to April 30, 1941, inclusive	17½
From May 1, 1941 to June 30, 1941, inclusive	15½
From July 1, 1941 to September 30, 1941, inclusive:	
For ear corn	15½
For shelled corn	13½

<sup>1</sup> Form of certificate of insurance filed as part of the original document.

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*Michigan:* Berrien, Branch, Calhoun, Cass, Hillsdale, Jackson, Kalamazoo, Lenawee, Monroe, St. Joseph, Washtenaw, and Wayne.

*Minnesota:* Big Stone, Blue Earth, Brown, Carver, Chippewa, Cottonwood, Dakota, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Grant, Hennepin, Houston, Jackson, Kandiyohi, Lac qui Parle, Le Sueur, Lincoln, Lyon, McLeod, Martin, Meeker, Mower, Murray, Nicollet, Nobles, Olmsted, Pipestone, Pope, Redwood, Renville, Rice, Rock, Scott, Sibley, Stearns, Steele, Stevens, Swift, Traverse, Wabasha, Waseca, Washington, Watonwan, Winona, Wright, and Yellow Medicine.

*Missouri:* Adair, Andrew, Atchison, Audrain, Bates, Benton, Boone, Buchanan, Caldwell, Callaway, Cape Girardeau, Carroll, Cass, Chariton, Clark, Clay, Clinton, Cooper, Daviess, De Kalb, Dunklin, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Knox, Lafayette, Lewis, Lincoln, Linn, Livingston, Macon, Marion, Mercer, Mississippi, Moniteau, Monroe, Montgomery, New Madrid, Nodaway, Pemiscott, Perry, Pettis, Pike, Platte, Putnam, Ralls, Randolph, Ray, St. Charles, St. Clair, Saline, Schuyler, Scotland, Scott, Shelby, Stoddard, Vernon, and Worth.

*Nebraska:* All counties except Arthur, Banner, Blaine, Box Butte, Boyd, Brown, Cherry, Cheyenne, Dawes, Deuel, Dundy, Garden, Garfield, Grant, Holt, Hooker, Keith, Keyapaha, Kimball, Logan, Loup, McPherson, Morrill, Rock, Scotts Bluff, Sheridan, Sioux, Thomas, and Wheeler.

*Ohio:* All counties except Ashtabula, Athens, Belmont, Carroll, Columbiana, Cuyahoga, Gallia, Geauga, Guernsey, Harrison, Hocking, Jefferson, Lake, Lawrence, Mahoning, Meigs, Monroe, Morgan, Noble, Portage, Summit, Trumbull, Tuscarawas, Vinton, and Washington.

*South Dakota:* Bon Homme, Brookings, Clay, Deuel, Grant, Hanson, Hamlin, Hutchinson, Kingsbury, Lake, Lincoln, McCook, Minnehaha, Moody, Roberts, Turner, Union, and Yankton.

*Wisconsin:* Columbia, Crawford, Dane, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk, and Walworth.

(b) Noncommercial corn area:

*Colorado:* All counties.

*Illinois:* Franklin, Jefferson, and Williamson.

*Indiana:* Brown, Clark, Crawford, Floyd, Harrison, Jefferson, Ohio, Perry, and Switzerland.

*Iowa:* All counties.

*Kansas:* Anderson, Atchison, Brown, Coffey, Doniphan, Douglas, Franklin, Jackson, Jefferson, Jewell, Johnson, Leavenworth, Linn, Marshall, Miami, Nemaha, Norton, Osage, Phillips, Pottawatomie, Republic, Riley, Shawnee, Smith, and Washington.

*Kentucky:* Ballard, Carlisle, Crittenden, Davies, Fulton, Hancock, Henderson, Hickman, Livingston, McLean, Union, and Webster.

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Where corn is otherwise eligible, but subject to angoumois moth infestation, eligibility is confined to ear corn pledged for loan between December 1, 1940 and February 28, 1941, inclusive. The angoumois moth infestation area shall be designated by State Agricultural Conservation Committee subject to approval of the Regional Director, Agricultural Adjustment Administration.

(c) Eligible storage shall consist of cribs or bins which are of such substantial and permanent construction as to afford protection against rodents, other animals, thieves, and weather, as determined by the county agricultural conservation committee.

(d) *Lending agency.* Any bank, cooperative marketing association, corporation, partnership, or person, making loans in accordance with these instructions upon 1940 C.C.C. Corn Form A, secured by chattel mortgages on 1940 C.C.C. Corn Form AA which has executed the Contract to Purchase on 1940 C.C.C. Form E.

(e) *Eligible paper.* For the purpose of the Contract to Purchase (1940 C.C.C. Form E) eligible paper shall consist of notes of producers upon 1940 C.C.C. Corn Form A which have been approved by a member of the county agricultural conservation committee.\*

\* §§ 217.1 to 217.14 inclusive, issued under authority contained in Sec. 302 (a) 52 Stat. 43; 7 U.S.C. 1302.

§ 217.2 *Corn areas.* (a) 1940 commercial corn area:

*Illinois:* All counties except Jefferson, Franklin, and Williamson.

*Indiana:* All counties except Brown, Clark, Crawford, Floyd, Harrison, Jefferson, Ohio, Perry and Switzerland.

*Iowa:* All counties.

*Kansas:* Anderson, Atchison, Brown, Coffey, Doniphan, Douglas, Franklin, Jackson, Jefferson, Jewell, Johnson, Leavenworth, Linn, Marshall, Miami, Nemaha, Norton, Osage, Phillips, Pottawatomie, Republic, Riley, Shawnee, Smith, and Washington.

*Kentucky:* Ballard, Carlisle, Crittenden, Davies, Fulton, Hancock, Henderson, Hickman, Livingston, McLean, Union, and Webster.

Ottawa, Pawnee, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Saline, Scott, Sedgwick, Seward, Sheridan, Sherman, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wabaunsee, Wallace, Wichita, Wilson, Woodson, and Wyandotte.

**Kentucky:** All counties except Ballard, Carlisle, Crittenden, Davies, Fulton, Hancock, Henderson, Hickman, Livingston, McLean, Union, and Webster.

**Michigan:** All counties except Berrien, Branch, Calhoun, Cass, Hillsdale, Jackson, Kalamazoo, Lenawee, Monroe, St. Joseph, Washtenaw, and Wayne.

**Minnesota:** Aitkin, Anoka, Becker, Beltrami, Benton, Carlton, Cass, Chisago, Clay, Clearwater, Cook, Crow Wing, Douglas, Hubbard, Isanti, Itasca, Kanabec, Kittson, Koochiching, Lake, Lake of the Woods, Mahnomen, Marshall, Mille Lacs, Morrison, Norman, Otter Tail, Pennington, Pine, Polk, Ramsey, Red Lake, Roseau, St. Louis, Sherburne, Todd, Wadena and Wilkin.

**Missouri:** Barry, Barton, Bollinger, Butler, Camden, Carter, Cedar, Christian, Cole, Crawford, Dade, Dallas, Dent, Douglas, Franklin, Gasconade, Greene, Hickory, Howell, Iron, Jasper, Jefferson, Laclede, Lawrence, McDonald, Madison, Maries, Miller, Morgan, Newton, Oregon, Osage, Ozark, Phelps, Polk, Pulaski, Reynolds, Ripley, St. Francois, St. Louis, Ste. Genevieve, Shannon, Stone, Sullivan, Taney, Texas, Warren, Washington, Wayne, Webster, and Wright.

**Nebraska:** Arthur, Banner, Blaine, Box Butte, Boyd, Brown, Cherry, Cheyenne, Dawes, Deuel, Dundy, Garden, Garfield, Grant, Holt, Hooker, Keith, Keyapaha, Kimball, Logan, Loup, McPherson, Morrill, Rock, Scotts Bluff, Sheridan, Sioux, Thomas, and Wheeler.

**North Dakota:** All counties.

**Ohio:** Ashtabula, Athens, Belmont, Carroll, Columbiana, Cuyahoga, Gallia, Geauga, Guernsey, Harrison, Hocking, Jefferson, Lake, Lawrence, Mahoning, Meigs, Monroe, Morgan, Noble, Portage, Summit, Trumbull, Tuscarawas, Vinton, and Washington.

**South Dakota:** Armstrong, Aurora, Beadle, Bennett, Brown, Brule, Buffalo, Butte, Campbell, Charles Mix, Clark, Codington, Corson, Custer, Davison, Day, Dewey, Douglas, Edmunds, Fall River, Faulk, Gregory, Haakon, Hand, Harding, Hughes, Hyde, Jackson, Jerauld, Jones, Lawrence, Lyman, McPherson, Marshall, Meade, Mellette, Miner, Pennington, Perkins, Potter, Sanborn, Shannon, Spink, Stanley, Sully, Todd, Tripp, Walworth, Washabaugh, Washington, and Ziebach.

**Wisconsin:** All counties except Columbia, Crawford, Dane, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk, and Walworth.

**Wyoming:** All counties.\*

**§ 217.3 Amount.** Loans will be made on eligible corn to eligible producers in accordance with the following provisions:

Loans will be made at the rate of 61 cents per bushel for corn produced in the

"Commercial Corn Area" (listed in § 217.2 (a)) and at the rate of 46 cents per bushel for corn produced in the "Non-commercial Corn Area" (listed in § 217.2 (b)), except that, in the case of corn classified as "Mixed Corn," the rate shall be 2 cents less per bushel. A bushel of ear corn shall be determined by using not less than 2½ cubic feet of ear corn testing not more than 15½ percent in moisture content. A deduction from the number of bushels of ear corn so computed will be made for moisture content in excess of 15½ percent in accordance with the following schedule:

Moisture content, percent	Deduction, percent	Moisture content, percent	Deduction, percent
15½ to 16½	2	18½ to 19½	8
16½ to 17½	4	19½ to 20½	10
17½ to 18½	6	Above 20½	No loan

A bushel of shelled corn shall be determined by using not less than 1¼ cubic feet of shelled corn.\*

**§ 217.4 Maturity and interest rate.** Loans will be available from December 1, 1940 to September 30, 1941, inclusive, and all chattel mortgages must be filed of record within such period. Loans mature on August 1, 1943 unless they are called at an earlier date by Commodity Credit Corporation, and will bear interest at the rate of three percent (3%) per annum. Borrowers must agree to store the pledged corn until October 15, 1943.\*

**§ 217.5 Farm storage.** The county agricultural conservation committees will supervise the inspection of storage structures, measuring, and sealing the corn by an inspector, and will arrange for moisture testing of samples. Chattel mortgages covering the corn must be executed, and filed in accordance with the applicable State law. Producers may obtain information and assistance from the county agricultural conservation committee in regard to the execution and filing of such chattel mortgages. Where the borrower is a tenant, the expiration date of the lease must be given in section 2 (b) of the chattel mortgage. If the expiration date of the lease is prior to October 15, 1943, the landlord shall execute the Consent for Storage, section 5 of 1940 C. C. C. Corn Form AA. The consent agreement must also be signed by any other party or parties entitled to possession of the farm prior to October 15, 1943. Although no loan will be approved unless the borrower has control over, or proper consent for, the storage of the corn until October 15, 1943, borrowers completing their loans prior to April 1, 1941 shall be permitted to deliver collateral between August 1, 1941 and October 31, 1941 if they have lost possession of the farm upon which the corn is stored or have received notice from the landlord requesting removal of the corn from the structures in which it is stored; and any borrower who does not wish to continue his loan until August 1, 1943 may deliver

the collateral in satisfaction of the loan between August 1, 1942 and October 31, 1942. In either foregoing event borrowers must give their county agricultural conservation committee 30 days' written notice of intention prior to delivery.\*

**§ 217.6 Execution and filing of chattel mortgage.** All chattel mortgages will be prepared in triplicate, and the original or duplicate copy shall be filed for record in accordance with the respective State laws. The receipt of the recorder, register of deeds, county clerk, auditor, or similar authorized county official, must be completed and executed on one copy of the mortgage to indicate the date of filing or recordation; such copy to be held in the office of the county association. In those instances in which chattel mortgages must be filed in both the county in which the mortgagor resides and in the county in which the corn is stored, the triplicate copy of the mortgage must be used for this purpose and an additional receipt from the county official typed or stamped on the copy of the mortgage held in the office of the county association. Except where required for filing, the triplicate copy of the mortgage with the duplicate copy of the note should be delivered to the mortgagor. In case the triplicate copy is used for filing, the mortgagor should be given a copy of the mortgage which may be completed on any one copy of the form. A separate mortgage must be completed for corn stored on each quarter section.

All documents must be carefully examined as to compliance with the following requirements:

**Colorado:** The mortgage must be executed and acknowledged by the mortgagor. The original or a duplicate copy thereof must be filed for record in the office of the clerk and recorder of the county in which the corn is stored.

**Illinois:** The mortgage must be executed and acknowledged by the mortgagor. The original mortgage must be endorsed by the mortgagee or his agent as follows: "This mortgage to be filed but not recorded," and filed for record within 10 days from the date of execution in the office of the recorder of deeds of the county in which the mortgagor resides, or if a nonresident of the State, in the office of the recorder of deeds of the county in which the corn is stored. Commodity Credit Corporation will not accept any note secured by mortgage filed for record later than 10 days after the date of the note and mortgage.

**Indiana:** The mortgage must be executed and acknowledged by the mortgagor. The original mortgage must be filed for record in the office of the recorder of the county in which the mortgagor resides, or, if a nonresident of the state, in the office of the recorder of the county in which the corn is stored.

**Iowa:** The mortgage must be executed and acknowledged by the mortgagor and spouse. The original or a duplicate copy must be filed for record in the office

of the recorder of the county in which the mortgagor resides, or if a non-resident of the State, in the office of the recorder of the county in which the corn is stored.

**Kansas:** The mortgage must be executed by the mortgagor and spouse. The original or a duplicate copy must be filed for record immediately upon the execution of the mortgage in the office of the register of deeds of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the register of deeds of the county in which the corn is stored. Commodity Credit Corporation will not accept any note secured by mortgage filed for record later than 10 days after the date of the note and mortgage.

**Kentucky:** The mortgage must be executed by the mortgagor either in the presence of two witnesses or it must be acknowledged before an officer qualified to take acknowledgments. The original or a duplicate copy of the mortgage must be filed for record in the office of the county clerk of the county in which the mortgagor resides, or, if the mortgagor is a nonresident of the State, it must be filed for record in the office of the county clerk of the county in which the corn is stored.

**Michigan:** The mortgage must be executed by the mortgagor. The mortgagor's affidavit of good faith and receipt on such mortgage must be completed by the mortgagor. The original or a duplicate copy of the mortgage must be filed for record in the office of the register of deeds of the county in which the corn is stored. If the mortgagor resides in another county within the State, the triplicate copy of the mortgage must be certified as a true copy and filed for record in the office of the register of deeds of such county.

**Minnesota:** The chattel mortgage must be executed by the mortgagor in the presence of two witnesses and duly acknowledged. The original chattel mortgage must be filed in the office of the register of deeds of the county in which the property is situated, unless the property is situated in cities of the first class, whereupon the chattel mortgage must be filed in the office of the clerk of the municipality where the property is situated. A full, true, and correct copy of the chattel mortgage must be delivered to the mortgagor whose receipt therefor is contained in the body of the mortgage.

**Missouri:** The mortgage must be executed and acknowledged by the mortgagor. The original or a duplicate copy of the mortgage must be filed for record in the office of the recorder of deeds of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the recorder of deeds of the county in which the corn is stored.

**Nebraska:** The mortgage must be executed by the mortgagor. The original or a duplicate copy of the mortgage must be filed for record in the office of the

county clerk of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the county clerk of the county in which the corn is stored.

**North Dakota:** The mortgage must be signed by the mortgagor and spouse in the presence of two witnesses who must sign the same as witnesses thereto, or must be acknowledged before some official qualified to take acknowledgments. The mortgagor's receipt for copy of mortgage must be signed by the mortgagor and spouse and attached to the mortgage and must accompany the mortgage when presented for filing and be filed therewith. The original mortgage with receipt for copy attached thereto must be filed in the office of the register of deeds in the county in which the property is situated.

**Ohio:** The mortgage must be executed by the mortgagor. The mortgagee's affidavit of good faith must be completed by the payee except in the case of direct loans, in which event it must be completed by a member of the county committee as agent of Commodity Credit Corporation. The original or a duplicate copy must be filed in the office of the county recorder of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the county recorder of the county in which the corn is stored.

**South Dakota:** The chattel mortgage must be signed by the mortgagor in the presence of two persons who must sign as witnesses thereto, or it may be acknowledged before some officer qualified by the laws of the State of South Dakota to take acknowledgments. The original chattel mortgage, or an authenticated copy thereof, must be filed in the office of the register of deeds of the county where the property mortgaged, or any part thereof, is situated. A full, true, and complete copy of the mortgage must be delivered to the mortgagor, whose receipt therefor is contained in the body of the mortgage.

**Wisconsin:** The chattel mortgage must be executed by the mortgagor and spouse in the presence of two witnesses. The original mortgage must be filed with the register of deeds in the county in which the property is located.

**Wyoming:** The mortgage must be executed and acknowledged by the mortgagor. The original or a duplicate copy must be filed for record in the offices of the register of deeds in the county in which the corn is stored.\*

**§ 217.7 Liens.** The corn collateral must be free and clear of all liens except in favor of the lienholders listed in the space provided therefor in 1940 C.C.C. Corn Form AA. The names of the holders of all existing liens on the pledged or mortgaged corn, such as landlord, laborers, or mortgagees, must be listed in the space provided therefor in the mortgage. The waiver of priority and consent to pledge or mortgage the corn and the payment of the proceeds of the loan and

the proceeds of the sale of the corn solely to the producer as contained in the mortgage or in 1940 C.C.C. Corn Form AB must be signed personally by all lienholders listed or by their authorized agents; or, if corporations, by the designated officer thereof customarily authorized to execute such instruments. The producer must direct in his note that the proceeds of the loan be made payable to him and/or such other person or concern as he may direct thereon. Producers should read carefully all real estate or other mortgages previously given by them in order to determine whether crops are covered thereby. Any fraudulent representation made in the execution of the note and mortgage and related forms shall render the producer personally liable for the amount of the loan and subject to the provisions of the United States Criminal Code.\*

**§ 217.8 Insurance.** (a) All producers shall provide insurance on the corn for not less than the amount of the loan with accrued interest to November 1, 1942. Such insurance shall be evidenced by a certificate substantially in the form printed at the end hereof, issued by a company or association licensed to do business in the State in which the corn is stored. The insurance coverage may be obtained through the customary channels and the form of certificate required shall be furnished by the agent writing same. Borrowers who do not elect to repay their loans prior to November 1, 1942 must provide insurance for the period ending November 1, 1943.

(b) *Insurance carried by Commodity Credit Corporation.* In addition to the foregoing, Commodity Credit Corporation has obtained a blanket insurance policy which covers any loss by or in consequence of damage to or destruction of the pledged or mortgaged corn arising from fire, lightning, inherent explosion, cyclone, tornado, windstorm, hail, theft, wrongful conversion, and flood. This policy covers errors and omissions and is in the nature of excess insurance. The cost of such insurance is payable to the county committee and will be included as a part of the service fee. This insurance covers all lending agencies and the equity of the producers for any loss from flood or theft.\*

**§ 217.9 Producer responsibility.** The note and mortgage govern the responsibility of the producer and should be read carefully. In case the producer delivers the corn collateral in payment of his loan he shall deliver a quantity of shelled corn grading No. 3 or better corresponding to the number of bushels upon which the loan was computed. It is important that the producer place his corn in good storage structures and maintain such structures in good repair and protect the corn collateral against damage from weather, rodents, and insects. In those areas subject to insect infestation careful supervision must be maintained and infestation reported immediately to the county committee.

Producers must be prepared to shell, store, and fumigate their corn in tight bins when so instructed by Commodity Credit Corporation and in the event they wish to shell the collateral corn and store same in satisfactory storage they should request the county agricultural conservation committee for authority to do so.\*

**§ 217.10 County agricultural conservation committees.** 1940 C.C.C. Corn Form A provides for an approval by the county committee which should not bear a date prior to the date of the mortgage securing such note and which must be signed in each instance by a member of a county agricultural conservation committee of the county in which the corn is stored. When a producer stores corn for a loan in a county other than the county in which the corn was produced, the committee for the county where the corn is stored must secure a written certification of eligibility from the county committee where the corn was produced before certifying the loan.

*Approval of Corn Note by Member of County Committee*

The member of the county agricultural conservation committee who approves a corn producer's note (1940 C.C.C. Corn Form A) by signing in the space provided on such note for the approval thereof by the county agricultural conservation committee shall, in so approving the note, certify on behalf of such committee that the corn securing the note, the storage structure(s) in which such corn is stored and the class, quality and quantity of such corn have been inspected, determined and sealed in accordance with the requirements of the Commodity Credit Corporation and the Secretary of Agriculture; that the representations set forth in the chattel mortgage securing such note are true and correct; that the chattel mortgage has been properly executed and filed for record; that satisfactory evidence of the authority of all parties executing the note and chattel mortgage, lien waivers and consents for storage has been received and any documentary evidence of authority will be held by the committee; that the original or duplicate copy of said mortgage bearing receipt of the county recording official is held by the committee; that a proper primary insurance certificate on an approved form is filed with said chattel mortgage; that a careful search has been made of lien records and to the best of the knowledge and belief of the committee all existing liens on the corn covered by said mortgage have been duly waived; that consents for storage where necessary have been executed.\*

**§ 217.11 Preparation of documents.** Loan documents will be prepared by

county agricultural conservation committee. All blanks in 1940 C.C.C. Corn Forms A and AA must be filled in with ink, typewriter, or indelible pencil, and no documents containing additions, alterations, or erasures will be accepted by Commodity Credit Corporation. Substitutions for these forms will not be acceptable.\*

**§ 217.12 Source of loans.** It is contemplated that loans will be obtained from banks and other local lending agencies, which, in turn, may sell the notes evidencing such loans to Commodity Credit Corporation. Producers may also obtain loans directly from Commodity Credit Corporation. Notes for direct loans shall be made payable to Commodity Credit Corporation and shall be delivered to the Chicago Office of Commodity Credit Corporation. Paper for direct loans tendered by mail, in person, or otherwise must be delivered or postmarked prior to October 1, 1941. Upon delivery of all necessary documents properly executed and upon approval of the loan, payment shall be made pursuant to the request of the borrower contained in his note.\*

**§ 217.13 Purchase of loans.** Commodity Credit Corporation will purchase without recourse, eligible paper as defined in § 217.1 (e), only from lending agencies which have executed and delivered to the Special Representative of Commodity Credit Corporation serving the area a Contract to Purchase (1940 C.C.C. Form E). Notes held by lending agencies may be tendered to Commodity Credit Corporation, Chicago, Illinois, at any time prior to July 1, 1943, but must be tendered for purchase upon request of the Commodity Credit Corporation and in no event later than July 1, 1943. The purchase price to be paid by Commodity Credit Corporation for notes accepted will be the face amount of such notes, plus accrued interest from the respective dates to the date of payment of the purchase price at the rate of 1½ percent per annum. Under the terms of the Contract to Purchase, lending agencies are required to report weekly on 1940 C.C.C. Form F all payments or collections on producers' notes held by them, and to remit promptly to Commodity Credit Corporation an amount equivalent to one and one-half percent (1½%) interest per annum on the principal amount collected from the date of the note to the date of payment. In connection with the 1940 corn loan program, lending agencies must submit notes and reports to the Regional Manager, Commodity Credit Corporation, 164 West Jackson Boulevard, Chicago, Illinois.\*

**§ 217.14 Release of collateral held by Commodity Credit Corporation.** A pro-

ducer may obtain the return of notes secured by corn upon his request in writing and payment of the principal amount due thereon with accrued interest and proper charges. The producer's note will be transmitted to an approved bank with instructions to deliver such note to the producer, or his agent, upon the payment of the full amount due thereon with accrued interest and proper charges. Where such note is sent to an approved bank for collection, instructions shall be given to return the note to the sender if payment and release are not effected within 15 days. All charges and expenses of the collecting bank shall be paid by the producer. County agricultural conservation committees will be requested to release the mortgage of record after payment in full either by the filing of an instrument of release or by a margin release on the county records.

If the producer's note is made payable directly to Commodity Credit Corporation and he desires to obtain the release of collateral upon payment, as aforesaid, he should notify the Chicago Office of Commodity Credit Corporation. If his note was made payable to a payee other than Commodity Credit Corporation, the producer should notify the payee named therein.

The producer may repay his note in full, obtaining release of all corn securing payment of the note, or he may obtain release of one or more complete cribs or bins of corn under loan by paying the amount loaned, plus interest on the corn contained in the crib(s) or bin(s) which he wishes released.\*

[SEAL]

CARL B. ROBBINS,  
President.

[F. R. Doc. 40-5608; Filed, December 13, 1940;  
11:18 a. m.]

TITLE 33—NAVIGATION AND  
NAVIGABLE WATERS

CHAPTER II—CORPS OF ENGINEERS,  
WAR DEPARTMENT

PART 203—BRIDGE REGULATIONS<sup>1</sup>

**§ 203.195 Peekskill (Annsville) Creek, N. Y.; bridge (railroad) near Peekskill, N. Y.** (a) The owner of or agency controlling the bridge will not be required to keep a draw tender in constant attendance at the bridge.

(b) Whenever a vessel unable to pass under the closed bridge desires to pass through the draw, at least thirty (30) days' advance notice of the time the opening is required shall be given, in writing, to the authorized representative

<sup>1</sup> § 203.195 is superseded.

of the owner of, or agency controlling, the bridge, except as provided in paragraph (c).

(c) Upon receipt of such notice, the authorized representative of the owner of, or agency controlling the bridge shall arrange for the prompt opening of the draw span in accordance therewith. Such opening will not be required on Saturdays, Sundays and holidays, consisting of New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Armistice Day, Thanksgiving Day and Christmas Day, nor on the day preceding and day following said holidays, and such openings will be between the hours of 11:00 a. m. and 2:00 p. m., except for vessels owned, controlled or employed by the United States Government, by the State of New York, or by any political sub-division thereof for whom the bridge shall be opened at any time during the day or night upon ninety-six (96) hours' advance notice.

(d) The opening of the bridge shall not be required more than twice in any thirty-day period for a vessel that can pass under the bridge at low tide or the construction of which can be altered at reasonable expense so that it can pass under the bridge at low tide, unless said vessel is owned, controlled or employed by the United States Government, by the State of New York or a political subdivision thereof.

(e) The owner of, or agency controlling, the bridge shall keep conspicuously posted on both the upstream and downstream sides of the bridge in such a manner that it can easily be read at any time, a copy of these regulations together with a notice stating exactly how the representative specified in paragraph (b) may be reached.

(f) The operating machinery of the draw shall be maintained in a serviceable condition, and the draw opened and closed at intervals frequent enough to make certain that the machinery is in proper order for satisfactory operation.

(g) These regulations will take effect and be in force on and after December 2, 1940, and the regulations approved July 20, 1937, governing the above-named bridge, are hereby revoked. (Sec. 5, River and Harbor Act, August 18, 1894, 28 Stat. 362; 33 U.S.C. 499) [Regs., November 28, 1940 (6371 (New York Central R. R.—Peekskill Creek)—16/20)]

[SEAL] E. S. ADAMS,  
Major General,  
The Adjutant General.

[F. R. Doc. 40-5581; Filed, December 13, 1940;  
10:00 a. m.]

## TITLE 47—TELECOMMUNICATION

### CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION

#### PART 3—RULES GOVERNING STANDARD AND HIGH FREQUENCY BROADCAST STATIONS

##### METROPOLITAN DISTRICT

The Commission on December 5, 1940, effective immediately, amended § 3.22 (c) by adding the following footnote:

<sup>1a</sup> The term "metropolitan district" as used in this subsection is not limited in accordance with the definition given by the Bureau of the Census but includes any principal center of population in any area. (Sec. 4 (1), 48 Stat. 1068; 47 U.S.C. 154 (1))

By the Commission.

[SEAL] T. J. SLOWIE,  
Secretary.

[F. R. Doc. 40-5601; Filed, December 13, 1940;  
11:01 a. m.]

#### PART 8—RULES GOVERNING SHIP SERVICE

##### REPEAL OF CERTAIN REGULATIONS

The Commission on December 10, 1940, repealed §§ 8.22 and 8.23,<sup>1</sup> effective March 1, 1941.

By the Commission.

[SEAL] T. J. SLOWIE,  
Secretary.

[F. R. Doc. 40-5602; Filed, December 13, 1940;  
11:01 a. m.]

#### PART 61—TARIFFS<sup>2</sup>

##### RULES GOVERNING THE CONSTRUCTION AND POSTING OF SCHEDULES OF CHARGES FOR INTERSTATE AND FOREIGN COMMUNICATION SERVICE

The Commission on December 4, 1940, effective January 4, 1941, took the following action:<sup>3</sup>

Amended the following section to read:

§ 61.51 Application. In addition to the rules contained in §§ 61.31 to 61.37, the rules contained in §§ 61.52 to 61.74 shall apply to all tariffs and supplements. [Sec. 223.01]

Amended § 61.54 in part to read:

(b) Name of carrier, class of service, geographical application, means of transmission. The exact name of the carrier and such other information as may be necessary positively to identify such carrier, including a receiver or receivers, if

<sup>1</sup> 4 F.R. 3458.

<sup>2</sup> 4 F.R. 2287.

<sup>3</sup> Under sec. 203 (a), 48 Stat. 1070; 47 U.S.C. 203 (a).

any, issuing the tariff or supplement; a brief statement showing each class of service provided therein; the geographical application of the tariff or supplement; and whether such service is carried on by wire or submarine cable telegraph, wire or submarine cable telephone, radiotelegraph or radiotelephone. [Sec. 223.04 (b)]

Amended § 61.55 in part to read:

(b) List of concurring carriers. The exact name or names of the concurring carriers, alphabetically arranged, concurring in the tariff and the name of the city or town in which the principal office of every such carrier is located. (See §§ 61.131 and 61.132.) If there are no concurring carriers, then the statement "no concurring carriers" shall be made at the place where the names of the concurring carriers would otherwise appear. If the carriers so concurring are numerous, the names thereof may be stated in alphabetical order in a separate tariff filed with the Commission by the issuing carrier: *Provided*, That specific reference to such separate tariff by F.C.C. number is made in the tariff at the place where such names would otherwise appear.

(c) List of connecting carriers. The exact name or names, alphabetically arranged, of the connecting carriers, for which charges or regulations are published in the tariff and the name of the city or town in which the principal office of every such carrier is located. (See §§ 61.131 and 61.132.) If there are no connecting carriers, then the statement "no connecting carriers" shall be made at the place where the names of the connecting carriers would otherwise appear. If such connecting carriers are numerous, the names thereof may be stated in alphabetical order in a separate tariff filed with the Commission by the issuing carrier: *Provided*, That specific reference to such separate tariff by F.C.C. number is made in the tariff at the place where such names would otherwise appear.

(d) List of other participating carriers. The exact name of every other carrier subject to the Act engaging or participating in the communication service to which the tariff or supplement applies, together with the name of the city or town in which the principal office of such carrier is located. (See § 61.132.) If there is no such other carrier, then the statement "no other participating carriers" shall be made at the place where the names of such other carriers would otherwise appear. If such other carriers are numerous, the names thereof may be stated in alphabetical order in a separate tariff filed with the Commission by the issuing carrier: *Provided*, That specific reference is made in the tariff at the place

where such names would otherwise appear. The names of concurring and connecting carriers properly listed in a tariff published by any such other participating carrier need not be included in the aforementioned list.

- (e) (Existing § 61.55 (d)).
- (f) (Existing § 61.55 (e)).

(g) *General rules, regulations, exceptions and conditions.* A clear and definite statement of the general rules, regulations, exceptions, and conditions which govern the tariff; the title or subject of each rule, regulation, exception, or condition to be shown in distinctive type. Under this head, all general rules, regulations, exceptions, or conditions which in any way affect the charges named in the tariff shall be entered. A special rule, regulation, exception or condition affecting a particular item or charge shall be specifically referred to in connection with such item or charge.

(h) (Existing § 61.55 (g)). [Sec. 223.05]

Amended § 61.59 by adding the following new paragraph:

A new or changed message telegraph service point listing or a new or changed money order service point listing may be published and filed to show that an office or agent is located at a service point for the receipt or delivery of messages for a specified period of less than 30 days, during sporting events, military maneuvers, shipping or resort seasons. The notation "Effective for a period of less than 30 days under authority of § 61.59 of F.C.C. rules" shall be shown in connection with each such listing. [Sec. 223.09]

Amended and renumbered § 61.66 to read as follows:

§ 61.67 *New or discontinued telephone, telegraph and TWX service points: mileages.* Message toll telephone service points and teletypewriter exchange service points added or discontinued during a calendar month, and message telegraph service points (including new message telegraph service points published and filed under authority of § 61.59) and mileages for private line services added during a calendar month, may be filed not later than 20 days after the end of such month; *Provided*, That the basic schedules of charges and regulations applicable to such message toll telephone, teletypewriter exchange, message telegraph, and private line services are already on file and in effect; *And provided further*, That the effective date of each addition or discontinuance is shown. [Sec. 223.16]

Adopted the following new section:

§ 61.66 *Changes in message telegraph and money order service point listings.*

(a) When a message telegraph service point or money order service point listing that is already on file and in effect specifies by dates (1) that communication service is available to or from a service point during sporting events, military maneuvers, shipping or resort seasons, or (2) that an office or agent of a carrier is located at such service point for the receipt or delivery of communications during the aforementioned periods, changes in the dates may be published and filed on not less than one day's notice.

(b) A message telegraph service point listing that is already on file and in effect may be changed on not less than one day's notice to show (1) that such point is changed from a point at which there is neither an office nor an agent of a telegraph company for the receipt or delivery of telegrams to a point at which there is such an office or agent, or (2) that such point is changed from a point at which there is an agent of a telegraph company to receive or deliver messages to a point at which there is a telegraph company office: *Provided*, That the basic schedules of charges and regulations applicable to such message telegraph service are already on file and in effect.

Renumbered § 61.67 to read "§ 61.68" [Sec. 223.17]

Renumbered § 61.68 to read "§ 61.69" and amended second paragraph thereof as follows:

When tariffs or supplements are issued on less than statutory notice, under permission, decision, order or regulation of the Commission, strict compliance with all conditions named therein and all rules and regulations of the Commission not expressly waived will be required; otherwise, they will be rejected. [Sec. 223.18]

Renumbered § 61.69 to read "§ 61.70" [Sec. 223.19]

Renumbered § 61.70 to read "§ 61.71" [Sec. 223.20]

Renumbered § 61.71 to read "§ 61.72" [Sec. 223.21]

Adopted the following new section:

§ 61.73 *Duplication of charges or regulations.* A carrier that has filed a concurrence in schedules of another carrier shall not in its own issues publish charges or regulations which duplicate or conflict with those which are published by such other carrier.

Adopted the following new section:

§ 61.74 *References to other instruments.* Except as hereinafter provided in this section and except as provided in § 61.132, no tariff publication filed with the Commission may make reference to any other tariff publication or to any other document or instrument.

An issuing carrier may publish certain matter applicable to a particular service

separately from other matter applicable to such service, provided that such separation does not result in undue complication and provided that each publication shall contain a reference to the other in substantially the following form: Subject to (Here insert the word charges or regulations or other appropriate word or words) contained in this company's Tariff F.C.C. No. \_\_\_\_ and amendments thereto and successive issues thereof.

Reference may be made in a tariff of an issuing carrier to a concurrence of such issuing carrier for information with respect to the charges or regulations covered by such concurrence.

Revised the heading "Special Rules, Joint Charges, Concurrences" to read "Special Rules Applicable to Through Service."

Amended the following section to read:

§ 61.131 *Schedules containing all charges or regulations.* Every issuing carrier publishing charges or regulations for all carriers applicable to communication service between points on its own system and points on the system of any other carrier or carriers, or between points on the system of any other carrier or carriers, shall show, as provided in §§ 61.55 (b) and 61.55 (c), either as a concurring or as a connecting carrier, as the case may be, every carrier which is subject to any provisions of the Act and which participates or engages in such communication service, irrespective of whether it be a terminal or intermediate carrier; and authority by means of a properly executed instrument of concurrence shall be given to the issuing carrier by every concurring carrier. [Sec. 226.01]

Adopted the following new section to read:

§ 61.132 *Schedules containing a portion of through charges or regulations.* Every issuing carrier publishing charges or regulations for one or more but not for all carriers applicable to communication service between points on its own system and points on the system of any other carrier or carriers, or between points on the system of any other carrier or carriers, shall show, as provided in §§ 61.55 (b), 61.55 (c) and 61.55 (d), respectively, every connecting carrier, every concurring carrier, and every other carrier, subject to the Act, engaging or participating in such communication service, irrespective of whether such carrier be a terminal or intermediate carrier; and authority by means of a properly executed instrument of concurrence shall be given to the issuing carrier by every concurring carrier for which charges or regulations are published. Such issuing carrier shall specifically

show by appropriate reference in the tariff published by it where the charges and regulations of every carrier, subject to the Act, for which charges and regulations are not published by the issuing carrier will be found. Such reference shall contain the FCC number or numbers of the tariff publication or publications, where the charges and regulations will be found and the exact name or names of the carrier or carriers issuing such tariff publication or publications, and such other information shall be published in connection with such reference as may be necessary to show accurately and definitely how the charges and regulations in the separate publications are to be applied.

Renumbered and amended former § 61.132 to read as follows:

**§ 61.136 Form of concurrence.** Whenever a carrier desires to concur in a tariff or tariffs issued and filed by another carrier, a concurrence, in the following form, shall be issued in favor of such other carrier:

#### CONCURRENCE

F.C.C. Concurrence No. \_\_\_\_\_  
 (Cancels F.C.C. Concurrence No. \_\_\_\_\_)  
 (Name of Carrier) \_\_\_\_\_  
 (Post Office Address) \_\_\_\_\_, 19\_\_\_\_\_  
 (Date)

To the FEDERAL COMMUNICATIONS COMMISSION,  
 Washington, D. C.

This is to certify that the \_\_\_\_\_,

(name of carrier)

hereinafter called the concurring carrier, assents to, adopts, and concurs in the tariffs described below, together with amendments thereof and successive issues thereof of which the named issuing carrier may make and file, and hereby makes itself a party thereto and hereby obligates itself (and its connecting carriers) to observe each and every provision therein until this authority is revoked by formal and official notice of revocation filed with the Federal Communications Commission and delivered to the issuing carrier.

This concurrence applies to interstate (and foreign) wire (and radio) communication:

1. Between the different points on the concurring carrier's own system;
2. Between all points on the concurring carrier's own system and the systems of its connecting carriers, as defined in Section 3 (u) of the Communications Act of 1934; and
3. Between all points on the system of the concurring carrier and the systems of its connecting carriers on the one hand, and all points on the system of the carrier issuing the tariff or tariffs listed below and the systems of its connecting carriers and other carriers with which through routes have been established on the other hand.

(Note: Any of the above numbered paragraphs may be omitted or the wording thereof may be modified to indicate definitely the points to or from which the concurrence applies.)

#### TARIFFS

(Here give the exact description of tariff or tariffs concurred in by carrier, F. C. C. number, title, date of issue, and date effective. Example: A. B. C. Communications Company, F. C. C. No. 1, Interstate Telegraph Message Service, Issued January 1, 1939, Effective January 31, 1939.)

(Cancels F. C. C. Concurrence No. \_\_\_\_\_, effective \_\_\_\_\_, 19\_\_\_\_\_.)

[SEAL] \_\_\_\_\_  
 (Name of Concurring Carrier)  
 By \_\_\_\_\_  
 \_\_\_\_\_ (Title)  
 Attest: \_\_\_\_\_  
 (Secretary)

No material shall be included in a concurrence other than that indicated in the above-prescribed form unless otherwise specially authorized by the Commission. [Sec. 226.02]

Adopted the following new section to read:

**§ 61.133 Tariffs and concurrences must be filed before service may be rendered.** No carrier whatsoever may engage or participate in any interstate or foreign communication service between any points unless and until every tariff publication of every carrier containing all charges and regulations for itself and its connecting carriers, and the concurrence of every concurring carrier, for such communication service is on file with the Commission and in effect.

Renumbered and amended former § 61.133 to read:

**§ 61.137 Construction, filing.** Every instrument of concurrence and notice of revocation thereof shall be prepared and plainly printed on hard-calendered No. 1 machine-finished book or 20-pound bond paper of durable quality and of size 8½ by 11 inches. Stereotype, planograph, mimeograph or other process equally durable may be used, provided that all copies are clear and legible in all respects. Reproductions by hectograph, typewriter or similar process shall not be used. Copies shall be delivered to the issuing carrier in whose favor such concurrence or notice is issued and two copies shall be filed with the Commission as provided in § 61.135. Every copy filed with the Commission shall bear the handwritten signatures of the person, persons or officer executing the concurrence or notice and of the attesting witness. Every carrier shall number its concurrences consecutively from No. 1, keeping such numbers in a series separate and distinct from FCC numbers of tariffs. Except as otherwise

provided in §§ 61.134 and 61.135, a concurrence shall bear no effective date but shall be effective on and from the date it is filed with the Commission. [Sec. 226.03]

Amended revocation notice form in § 61.134 to read as follows:

REVOCATION NOTICE  
 \_\_\_\_\_  
 (Name and carrier) \_\_\_\_\_  
 (Post-office address) \_\_\_\_\_, 19\_\_\_\_\_.  
 (Date)

To the FEDERAL COMMUNICATIONS COMMISSION,  
 Washington, D. C.

Effective \_\_\_\_\_, 19\_\_\_\_\_. F.C.C.  
 Concurrence No. \_\_\_\_\_, issued by \_\_\_\_\_

(Name of concurring carrier) \_\_\_\_\_  
 in favor of \_\_\_\_\_  
 (Name of issuing carrier) \_\_\_\_\_  
 hereby cancelled and revoked. Charges and regulations of \_\_\_\_\_  
 (Name of concurring carrier) \_\_\_\_\_  
 and its connecting carriers will thereafter be found in Tariff F.C.C. No. \_\_\_\_\_ issued by \_\_\_\_\_ (If the concurring carrier has ceased operations the revocation notice shall so indicate).

Attest: \_\_\_\_\_  
 \_\_\_\_\_  
 (Name of carrier)  
 By \_\_\_\_\_  
 \_\_\_\_\_ (Title)

[Sec. 226.04]

Adopted the following new section to read:

**§ 61.135 Concurrences in new or revised tariff publications.** Whenever an issuing carrier publishes and files a new or revised tariff, supplement or looseleaf page purporting to establish charges or regulations applicable to service for which any concurrence is required under the provisions of §§ 61.131 or 61.132, and for which no such concurrence has already been properly filed with the Commission, every such issuing carrier shall obtain from every concurring carrier all required concurrences and shall submit two copies of every such concurrence to the Commission at the same time the new or revised tariff, supplement or looseleaf page is filed. Every such concurrence shall bear an effective date which shall be the same as the effective date of the charges or regulations in which concurrence is made.

By the Commission.

[SEAL] \_\_\_\_\_  
 T. J. SLOWIE,  
 Secretary.

[F. R. Doc. 40-5600: Filed, December 13, 1940;  
 11:01 a. m.]

## TITLE 49—TRANSPORTATION AND RAILROADS

## CHAPTER I—INTERSTATE COMMERCE COMMISSION

[No. 3666]

## REGULATIONS FOR TRANSPORTATION OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES

[The Order of the Commission, Parts 1 to 3 (through "Shipping Instructions") appeared in the Federal Register for Thursday, December 12, 1940, beginning at page 4908. The remainder of Part 3 appeared in the issue for Friday, December 13, 1940, beginning at page 4987.]

## CONTENTS

\* \* \* \* \* PART 4—Regulations applying particularly to carriers by rail freight.

Loading, unloading, placarding, and handling cars; loading packages into cars.

Loading packages of explosives into cars, cars used, certificate.

Loading packages of other dangerous articles into cars.

Loading and storage chart of explosives and other dangerous articles.

Placards on cars.

Unloading from cars.

Handling by carriers by rail freight.

PART 5—Regulations applying to carriers by rail express.

PART 6—Regulations applying to rail carriers in baggage service.

PART 7—Regulations applying to shipments made by way of common carriers by public highway.

PART 8—Regulations applying to shipments made by way of common carriers by water.

## PART 4—REGULATIONS APPLYING PARTICULARLY TO CARRIERS BY RAIL FREIGHT

500. To promote the uniform enforcement of law and to minimize the dangers to life and property incident to the transportation of explosives and other dangerous articles by rail freight carriers engaged in interstate or foreign commerce, these regulations are prescribed to define these articles for transportation purposes and to state the precautions that must be observed by the carrier in handling them while in transit. It is the duty of each such carrier to make the prescribed regulations effective and to thoroughly instruct employees in relation thereto.

501. Explosives, including samples of explosives and explosive articles not exceeding 5 pounds net weight and other dangerous articles may be accepted and transported, provided they are in proper condition and are certified, for transportation by rail, highway, or water. Articles must be loaded, staved, and handled in transit according to regulations applying to service or services used. Methods of manufacture, packing, and storage, in so far as they affect safety in transportation, must be open to inspection by a duly authorized representative of the initial carrier or by the Bureau of Explosives. Shipments that do not comply with these regulations must not be accepted for transportation or transported.

<sup>1</sup> Complete table of contents appears on page 4909, issue of December 12, 1940.

## 503 FORBIDDEN EXPLOSIVES

(a) The acceptance of the following articles for transportation by common carrier by rail freight, is forbidden:

(b) *Diazodinitrophenol, dry.*

(c) *Dynamite, except gelatin dynamite, containing over 60 percent of liquid explosive ingredient.*

(d) *Dynamite having an unsatisfactory absorbent, or one that permits leakage of a liquid explosive ingredient under any conditions liable to exist during transportation or storage.*

(e) *Explosive compositions that ignite spontaneously or undergo marked decomposition when subject for 48 consecutive hours to a temperature of 75° C. (167° F.)*

(f) *Explosives containing an ammonium salt and a chlorate.*

(g) *Explosives condemned by the Bureau of Explosives (except properly packed samples for laboratory examinations).*

(h) *Explosives not packed, marked, described, and certified, in accordance with these regulations.*

(i) *New explosives (except samples for laboratory examinations) until approved for transportation by the Bureau of Explosives.*

(j) *Condemned or leaking dynamite* must not be repacked and offered for shipment unless the repacking is done by a competent person in the presence of, or with the written consent of, an inspector, or with the written authority of the chief inspector, of the Bureau of Explosives.

(k) *Leaking or damaged packages of explosives* must not be accepted for transportation or transported by rail. Should any package of high explosives when offered for shipment show excessive dampness or be moldy or show outward signs of any oily stain or other indication that absorption of the liquid part of the explosive is not perfect, or that the amount of the liquid part is greater than the absorbent can carry, the package must be refused in every instance. The shipper must substantiate any claim that a stain is due to contact with material other than the liquid explosive ingredient of an explosive. In case of doubt the package must be rejected.

(l) *Firecrackers, flash crackers, or salutes,* the explosive contents of which exceeds 12 grain each in weight.

(m) *Fireworks that combine an explosive and a detonator or blasting cap.*

(n) *Fireworks containing an ammonium salt and a chlorate.*

(o) *Fireworks containing yellow or white phosphorus.*

(p) *Fireworks or fireworks compositions that ignite spontaneously or undergo marked decomposition when subjected for 48 consecutive hours to a temperature of 75° C. (167° F.).*

(q) *Fireworks properly condemned by the Bureau of Explosives, except properly repacked samples for laboratory examinations.*

(r) *Toy caps containing more than an average of twenty-five hundredths of a grain of explosive composition per cap.*

(s) *Toy torpedoes, the maximum outside dimension of which exceeds  $\frac{7}{8}$  inch, or toy torpedoes containing a mixture of potassium chlorate, black antimony and sulfur with an average weight of explosive composition in each torpedo exceeding four grains.*

(t) *Toy torpedoes containing a cap composed of a mixture of red phosphorus and potassium chlorate exceeding an average of one-half (0.5) grain per cap.*

(u) *Fulminate of mercury, dry.*

(v) *Guanyl nitrosamino guanylidene hydrazine, dry.*

(w) *Lead azide, dry.*

(x) *Lead styphnate (lead trinitro-sorcinate), dry.*

(y) *Nitroglycerin, liquid.*

(z) *Nitro mannite, dry.*

(aa) *Nitrosoguanidine, dry.*

(bb) *Pentaerythrite tetranitrate, dry.*

(cc) *Tetrazene (guanyl nitrosamino guanyl tetrazene), dry.*

## 504 "ORDER-NOTIFY," "C. O. D." AND "STOP-OFF" SHIPMENTS

(a) Except on through bills of lading to a foreign country, shipments of dangerous explosives, class A, and blasting caps in any quantity must not be accepted for transportation or transported by carrier by rail freight when consigned "to order notify" or "C. O. D." Shippers must not consign these shipments to themselves at points where they have not a resident representative.

(b) *Dangerous explosives, class A,* must not be accepted for transportation or transported by carrier by rail freight subject to "stop-off" privileges en route for partial loading or unloading.

## 507 CARRIERS' MATERIAL AND SUPPLIES

These regulations apply also to shipments of carriers' material and supplies moving by rail.

## 508 CANADIAN SHIPMENTS

Explosives and other dangerous articles as defined herein, which are packed, marked, labeled, and loaded, in conformity with the regulations of the Board of Transport Commissioners for Canada, may be accepted and carried by carriers from points of entry in the United States to their destination in the United States or through the United States en route to a point in Canada.

## 509 EMERGENCY SHIPMENTS

(a) For the protection of the public against fire, explosion, or other, or further hazard with respect to shipments of explosives or other dangerous articles offered for transportation or in transit by any carrier by railroad, such carrier shall make immediate report to the Bureau of Explosives, 30 Vesey Street, New York, N. Y., for handling, any of the following emergency matters coming to their attention:

(b) Instances of packages of explosives or other dangerous articles discovered in transit not properly prepared for transportation in accordance with applicable regulations herein.

(c) Railroad wrecks or accidents involving damage to containers of explosives or other dangerous articles to such a degree as to necessitate repacking of the articles.

(d) Other like emergencies in which any carrier by railroad is or is likely to become involved, or may offer aid at its command.

(e) This section shall in no respect excuse either shipper or carrier by railroad for failure to exercise due care to prevent any departure from any regulation prescribed herein.

#### 510 LABELS

(See sec. 404 (e) to sec. 404 (r) for description of labels)

(a) Carriers must keep on hand an adequate supply of labels. Lost or detached labels must be replaced from information given on revenue or other waybill, manifest, memo or other shipping paper.

(b) The carrier's name and stationery form number may be printed on the labels, in type not larger than 10 point, if placed within the black-line border and in the upper or lower corner of the diamond.

#### 511 VIOLATIONS AND ACCIDENTS TO BE REPORTED

(a) Serious violations of these regulations (such as defective packing, improper staying, or rough treatment of car), and accidents, fires or explosions, and leaking or broken containers occurring in connection with the transportation or storage on carrier's property of explosives or other dangerous articles, must be reported promptly by the rail carrier to the Bureau of Explosives.

(b) The Bureau of Explosives, upon receipt of reports from carriers should promptly report to the shipper full particulars covering all cases of defective packing, improper staying, leaking and broken shipping containers and rough treatment of cars resulting in leakage or damage to shipping containers or staying.

#### LOADING, UNLOADING, PLACARDING AND HANDLING CARS; LOADING PACKAGES INTO CARS

#### LOADING PACKAGES OF EXPLOSIVES IN CARS, SELECTION, PREPARATION, INSPECTION OF CAR AND CERTIFICATE

#### 525 CERTIFIED CARS

(a) For the transportation of all dangerous explosives, class A, except blasting caps and electric blasting caps not exceeding 1,000 caps, only closed cars, certified and placarded "Explosives," may be used.

(b) (1) Certified cars must be inspected inside and outside and must conform to the following specifications:

(b) (2) Closed cars of not less than 80,000 pounds capacity, with steel underframes and friction draft gear, must be used when available, except that on narrow-gage and other railroads, explosives may be transported in cars of less than that capacity, provided the available cars of greatest capacity and strength are used for this purpose.

(b) (3) Must be equipped with air brakes and hand brakes in condition for service.

(b) (4) Must have no loose boards or cracks in the roof, sides, or ends, through which sparks may enter, or unprotected decayed spots liable to hold sparks and start a fire.

(b) (5) The roof of the car must be carefully inspected from the outside for decayed spots or broken boards, especially under or near the running board, and such spots must be covered or repaired to prevent their holding fire from sparks. A car with a roof generally decayed, even if tight, must not be used.

(b) (6) The doors must shut so closely that no sparks can get in at the joints, and when necessary, they must be stripped. The stripping for doors should be on the inside and be fastened to the door frames where it will form a shoulder against which the closed doors are pressed by means of wedges or cleats in door shoes or keepers. The openings under the doors should be similarly closed. The hasp fastenings must be examined with doors closed and fastened, and the doors must be cleated when necessary to prevent doors shifting. When the car is opened for any cause, wedges or cleats must be replaced before car containing explosives is permitted to proceed.

(b) (7) The journal boxes and trucks must be carefully examined and put in such condition as to reduce to a minimum the danger of hot boxes or other failure necessitating the setting out of the car before reaching destination. The lids or covers of journal boxes must be in place.

(b) (8) The car must be carefully swept out before it is loaded. For less-than-carload shipments the space in which the packages are to be loaded must be carefully swept.

(b) (9) Holes in the floor or lining must be repaired and special care taken to have no projecting nails or bolts or exposed pieces of metal which may work loose or produce holes in packages of explosives during transit. Protruding nails in the floor or lining which have worked loose must be drawn, and if necessary for the purpose of fastening the floor or lining, new nails must be driven through other parts thereof.

(b) (10) When packages of explosives are to be loaded over exposed draft bolts or kingbolts, these bolts must have short pieces of solid, sound wood with beveled ends (2-inch plank) spiked to the floor over them (or empty packages of the same character may be used for this purpose) to prevent possibility of their wearing into the packages of explosives.

(b) (11) The carrier must have the car examined by a competent employe to see that it is properly prepared, and must have a "Car Certificate" signed in triplicate upon the prescribed form (see sec. 525 (e) and (f)) before permitting the car to be loaded.

(b) (12) A car must not be loaded with any of the dangerous explosives, class A, until it shall have been thoroughly inspected by a competent employe of the carrier who shall certify as to its proper condition under these regulations and shall sign certificate No. 1 prescribed in sec. 525 (e) and (f).

(c) After a certified car as prescribed herein has been furnished by the carrier, the shipper or his authorized employe must, before commencing the loading of any such car, inspect the interior thereof and after loading, certify to the proper condition as specified in sec. 525 (b) by signing certificate No. 2 of the car certificate prescribed by sec. 525 (e) and (f).

(d) For all shipments loaded by the shipper, a competent employe of the carrier must inspect the finished load and certify to its compliance with these regulations before the car shall be accepted for transportation; and certificate No. 2 as prescribed by sec. 525 (e) and (f) shall be signed before the car is permitted to go forward. When a car is loaded by the carrier, certificate No. 2 must be signed only by the representative of the carrier.

(e) The certificates as prescribed below must not be signed by the carrier's or shipper's representative unless the condition of any car covered thereby meets the requirements of these regulations.

(f) *Car certificate.* The following certificate, printed on strong tag board measuring 7 by 7 inches, or 6 by 8 inches, must be duly executed in triplicate by the carrier, and by the shipper, if he loads the shipment; the original must be filed by the carrier at the forwarding station on a separate file; and the other two must be attached to the outside of car doors, or to the sides of car, one on each side, the lower edge of the certificate not less than 4½ feet above the floor level:

Railroad

#### CAR CERTIFICATE

No. 1 ----- Station, ----- 19-----

I hereby certify that I have this day personally examined ----- car No. -----; and that the roof, sides, and ends have no loose boards, holes, or cracks, or unprotected decayed spots liable to hold sparks and start a fire; that the kingbolts and draft bolts are properly protected and that there are no uncovered pieces of metal or nails projecting from the floor or sides of the car which might injure packages of explosives; also that the floor is in good condition and has this day been cleanly swept before the car was loaded; that I have examined all the axle boxes and that they are properly covered, packed, and oiled, and that the air brakes and hand brakes are in condition for service.

Railway employe inspecting car.

No. 2 ----- Station, ----- 19-----

I hereby certify that I have this day personally examined the above car; that the

floor is in good condition and has been cleanly swept and that the roof, sides, and ends have no loose boards, holes, cracks, or unprotected decayed spots liable to hold sparks and start a fire; that the kingbolts and draft bolts are protected, and that there are no uncovered pieces of metal or nails projecting from the floor or sides of the car which might injure packages of explosives; that the explosives in this car have been loaded and stayed and that the car has been placarded according to the regulations for the transportation of explosives prescribed by the Interstate Commerce Commission; that the doors fit or have been stripped so that sparks cannot get in at the joints or bottom.

*Shipper.**Railway employee inspecting loading and staying.*

NOTE: Both certificates must be signed, certificate No. 1 by the representative of the carrier. For all shipments loaded by the shipper he or his authorized agent must sign certificate No. 2, and the representative of the carrier must certify as to loading and staying and general conditions. When the car is not loaded by shipper, certificate No. 2 must be signed only by the representative of the carrier. A shipper must decline to use a car not in proper condition.

## 526 LOADING IN CAR

(a) Except as provided herein, boxes of dangerous explosives, class A, named in secs. 52 to 62, not including ammunition for cannon with projectiles and explosive projectiles, when loaded in the car, must rest on their bottoms, and must be loaded with their long dimension parallel to the length of the car.

(b) Boxes of high or low explosives and black powder packed in long cartridges and containing no liquid explosive ingredient may be loaded on their sides or ends.

(c) Dangerous explosives, class A, for which a certified and placarded car is prescribed (see secs. 52 to 62) must not be loaded higher than the permanent car lining unless additional lining is provided as high as the lading.

(d) When the lading of a car consists of or includes any explosives, the weight of the lading should be distributed so that it will be equalized on each side of the car and over the trucks.

(e) Explosives packed in metal kegs, except when boxed, must be loaded on their sides with ends towards ends of the car; packages of explosives must not be placed in the space opposite the doors unless the doorways are boarded on the inside as high as the lading.

(f) Wooden kegs, barrels, or drums, may be loaded on their sides or ends, as will best suit the conditions.

(g) Packages containing any of the explosives for the transportation of which a certified and placarded car is prescribed (see secs. 52 to 62), and blasting caps or electric blasting caps in any quantity, must be stayed (blocked and braced) by the one who loads the car, so as to prevent change of position by the ordinary shocks incident to transportation. Special care must be used to prevent such packages from falling to the

floor or from having anything fall on them or slide against them during transit. (See note.)

Note: For recommended methods of blocking and bracing, see Bureau of Explosives' Pamphlet 6.

(h) To prevent delays to local freight trains, when there are shipments of explosives for different destinations loaded in a "peddler car" or "way car," the shipments for each destination must be stayed separately.

(i) Forwarding and transfer stations for explosives must be provided with the necessary materials for staying.

(j) Shippers must furnish the material for staying packages of explosives loaded by them.

(k) Dangerous explosives, class A, must not be loaded into cars equipped with lighted heaters.

(l) Blasting caps or electric blasting caps in quantity not exceeding 1,000 caps may be loaded in any closed car which is in good condition, without car certificates or placards.

(m) Container cars must not be used for dangerous explosives or blasting caps in any quantity.

## 527 FORBIDDEN MIXED LOADING AND STORAGE

(a) Dangerous explosives, class A, and initiating or priming explosives must not be transported in the same car with, nor be stored on railway property near, any of the dangerous articles other than explosives for which red, yellow, green, or white (acid or corrosive liquid) labels are prescribed herein, nor with charged electric storage batteries.

(b) Explosives must not be loaded together nor with other dangerous articles, except as provided in the loading and storage chart sec. 533.

(c) Dangerous explosives, class A, which under these regulations require certified cars placarded "Explosives" (see secs. 52 to 62), blasting caps in any quantity, and acids or corrosive liquids in carboys, must not be carried in trucks, truck bodies, or trailers, on flatcars.

## 528 PROTECT EXPLOSIVES FROM INJURY

In a car containing explosives, all other freight must be so loaded, and if necessary so braced and stayed, as to prevent injury to packages of explosives during transit. When practicable, explosives should be loaded so as to avoid transfer at stations.

## 529 CARS OF LESS DANGEROUS EXPLOSIVES CLASS B

(a) Less dangerous explosives, class B, must not be loaded into cars equipped with lighted heaters.

(b) Shipments of less dangerous explosives (see secs. 63 to 65) must be loaded in a closed car which is in good condition, into which sparks cannot enter, and with roof not in danger of

taking fire through unprotected decayed wood. Class B explosives, except fireworks, must not be transported in container cars. These cars do not require the car certificate but must have attached to both sides and both ends the "DANGEROUS" placard prescribed by sec. 551, and the doors if not tight must be stripped to prevent the entrance of sparks.

## 530 CARS FOR RELATIVELY SAFE EXPLOSIVES

Relatively safe explosives, class C, may be loaded into any closed car in good condition. With the exception of blasting caps and electric blasting caps, relatively safe explosives, class C, may be loaded into any container car in good condition. No placards or car certificates are required.

## 531 LIGHTS

When necessary to use lights while handling explosives, it is recommended that where practicable incandescent electric lights be provided.

## 532 LOADING PACKAGES OF OTHER DANGEROUS ARTICLES INTO CARS

(a) (1) Shipments must be properly loaded, and cars placarded as prescribed herein, when accepted by carriers.

(a) (2) Shippers must furnish the material for staying packages of other dangerous articles loaded by them.

(b) *Inflammable liquids* (red label) and *inflammable gases* (red label) must not be loaded into cars equipped with lighted heaters.

(c) Packages protected by labels must be so loaded that they cannot fall to the car floor and in such manner that other freight cannot fall onto or slide against them. Packages bearing marking "This Side Up" must be so loaded. Dangerous articles for which red, yellow, green, or white (acid or corrosive liquid) labels are prescribed herein, must not be loaded in the same car with explosives named in secs. 52 to 62. (See loading and storage chart sec. 533.) Packages protected by yellow labels must not be loaded in the same end of a car with packages protected by "Acid" or "Corrosive Liquid" labels.

(d) Metal barrels or drums containing inflammable liquids and cylinders containing compressed gases may be loaded on steel gondola or flatcars or into stock cars, but must not be loaded into hopper bottom cars.

NOTE: See Bureau of Explosives Pamphlet No. 6 for recommended methods of blocking and bracing these articles in cars. See loading and storage chart sec. 533 before loading labeled articles together or with explosives named in secs. 52 to 62.

(e) Empty cylinders, barrels, kegs, or drums, previously used for the shipment of an inflammable, poisonous, or corrosive, gas or liquid, must have their filling and vent holes properly closed. They

may be loaded in open or stock cars when desired. Cars should not be placarded but lighted lanterns or other open-flame lights should be kept away.

(f) Carboys previously used for the shipment of corrosive liquids when presented to carriers for transportation in carload or less-than-carload shipments as "empty" carboys, must be thoroughly (completely) drained. Whenever practicable they should not be loaded with valuable or perishable freight.

#### (g) Matches

(g) (1) Carload lots of *strike-anywhere* (*friction*) matches must be loaded as compactly as possible to avoid motion within the car, especially lengthwise of the car. Car doorways should be boarded on the inside to keep packages from contact with the doors, and the inside lining of the car should be supplemented when necessary by strips nailed to the car and close enough together to keep the boxes from being jammed against the studding and broken by high pressures on small areas. The strongest dimension of the box should be loaded lengthwise of the car.

(g) (2) When packages are loaded over or near exposed drafts bolts or kingbolts, the bolts should be covered by boards not less than 1 inch thick or by empty wooden boxes of proper size, and the ends of these boards should be beveled to prevent the end of a box resting against the end of the board and being crushed by it. Partial layers of boxes should be interlocked with the lower layers. The cars used should be made secure against the entrance of sparks or rain and should be the strongest cars available. Under no condition should any car be loaded with more than 48,000 pounds gross weight of *strike-anywhere* matches.

(g) (3) Less-than-carload lots of "strike-anywhere" matches should be carefully loaded so that they cannot fall to the car floor and so that other packages of freight cannot fall on or injure them. Whenever practicable the packages of matches should be placed to facilitate ready removal from the car in case of fire. A smoking box of matches should not be broken open; the fire will cease of itself if air can be kept from it.

(g) (4) Carload or less-than-carload lots of "strike-anywhere" matches which have been damaged by fire, or by water in extinguishing a fire, in transit or on carrier's property, must be reloaded in properly prepared cars, and braced or blocked before being forwarded to destination, to freight claim department or claim adjusters, or to original shipper or other parties for salvage. Great care should be taken to examine and repair damaged outside packages before reloading into car. All loose matches should first be destroyed. Individual interior boxes and paper-wrapped cartons or packages, should then be carefully placed in tight outside packages complying, as nearly as circumstances will permit, with container specifications; but under no condition shall the outside package be of less strength than required by spec. 15A, nor of greater capacity than authorized. Charred cases must not be used. Boards used in repairing wooden cases must be so nailed that they will not allow any interior boxes, cartons, or packages to fall out. In the event that the individual boxes or paper-wrapped packages do not fit snugly in the outside package, the vacant spaces should be filled tightly with dry and clean cotton waste, or elastic wads from dry newspapers or dry waste paper.

#### (h) Corrosive Liquids

(h) (1) Carboys of acids or other corrosive liquids must not be loaded into container cars. They must be so blocked, braced or stayed that they cannot change position during transit when being handled with reasonable care. Carboys of nitric acid must not be loaded into box cars more than two tiers high. Car doors may be cleated in an open position if desired. Whenever practicable, flat or stock cars should be used for loading carboys of acids.

(h) (2) When less-than-carload shipments are loaded with other freight, the carboys must be placed near the doorway and must have wooden strips not less than 2 inches in height nailed to the car floor about 8 inches from the bracing. These strips must be arranged so that the liquid from a broken carboy will drain toward the doorway and outside the car. The space between the strips and the floor braces or blocking used for staying the carboy boxes must be covered with at least 1 inch thickness of clean and dry sand or earth, not sawdust or other combustible material.

(h) (3) Nitric acid, when loaded in the same car with other acids or other corrosive liquids in carboys, must be separated from the other carboys. A 2 by 6 inch plank, set on edge, should be nailed across the car floor at least 12 inches from the nitric acid carboys, and the space between the plank and the carboys of nitric acid should be filled with sand, sifted ashes, or other incombustible absorbent material.

(h) (4) Charged electric storage batteries for shipment must be completely protected so that short circuits will be prevented and must not be loaded or stored with explosives.

(h) (5) Less-than-carload shipments of electric storage batteries (wet) must be so blocked and braced that they cannot change position during transit when cars are handled with reasonable care; and must be so loaded that other freight cannot fall onto or slide against them.

#### (i) Cylinders of Gas

(i) (1) Cylinders containing compressed gases must be loaded on their sides except when packed in boxes or crates, or when placed in suitable permanent racks in cars, or when securely braced.

(i) (2) Cylinders containing compressed gases may be loaded into steel gondola or flat cars or into stock cars, but must not be loaded into hopper bottom cars.

533 LOADING AND STORAGE CHART OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES

Explosives must not be loaded together nor with other dangerous articles, except as provided in the Loading and Storage Chart of Explosives and other Dangerous Articles shown in this section.

a. Blasting caps or electric blasting caps in quantity not exceeding 1,000 caps may be loaded or stored with all articles above named except those in columns B, C, E, and F.

b. Unless loaded in opposite ends of car, or vehicle, acids must not be loaded with yellow label articles, ammunition for cannon with or without projectiles, or smokeless powder.

c. Cyanides or cyanide mixtures must not be loaded or stored with corrosive liquids.

**NOTE.**—Charged electric storage batteries must not be loaded in the same car or vehicle, nor stored with dangerous explosives class A.

## PLACARDS ON CARS

**540** "EXPLOSIVES" placards as prescribed by sec. 549 must be applied to certified cars containing dangerous explosives, class A, specified in secs. 52 to 62.

NOTE: For cars also requiring the poison gas placard see sec. 542.

**541** (a) "DANGEROUS" placard, as prescribed by sec. 551 must be applied to cars, and container cars, as follows:

(b) Cars containing one or more packages bearing red, yellow, white acid or corrosive liquid caution labels or white "poison" labels, as prescribed by sec. 404 (e) to (h) and (k), or without labels as authorized in sec. 402 (p) and (r).

(c) Cars containing inflammable solids, oxidizing materials or poisonous solids, class B, in bulk.

(d) Tank cars containing inflammable liquids, inflammable solids or oxidizing materials, acids or corrosive liquids, poisonous liquids or solids, class B, compressed inflammable gases, compressed noninflammable gases.

(e) Cars containing shipments of less dangerous explosives, class B.

NOTE: For cars also requiring the poison gas placard see sec. 542.

(f) When dangerous explosives, class A, are loaded in the same car with less dangerous explosives, class B, only the "EXPLOSIVES" placard is required.

**542** (a) "POISON GAS" placards as prescribed by sec. 550, must be applied to cars as follows:

(b) Cars containing one or more packages or articles bearing the "Poison Gas" label.

(c) Cars containing ammunition for cannon with toxic gas projectiles, or projectiles, bombs, or other containers loaded with toxic gas requiring the "Poison Gas" label.

NOTE: The poison gas placard must be applied to cars in addition to any other placards required.

**542 A.** When a freight, baggage, or express car containing freight shipments of less dangerous explosives, class B, or freight shipments of dangerous articles other than explosives requiring labels as prescribed by these regulations (not including class A poison gases or liquids), is hauled in a passenger train and such car or cars are not occupied by an employee of the carrier, proper placards must be applied to the car as required by these regulations.

**543 (a)** Placards are not required for:

(b) Cars containing relatively safe explosives, class C.

(c) Cars, other than tank cars, containing noninflammable compressed gas (green label).

(d) Cars containing class C poisons (tear gas label).

## 544 COMMODITY NAME ON CARLOADS

Placards for carloads of less dangerous explosives and other dangerous articles

must show thereon, in the space provided, the proper name of the commodity as prescribed by these regulations, or the commodity name must be shown on tag board cards measuring approximately 5 by 8 inches securely attached to each side of the car.

## 545 PLACARDS MUST BE STANDARD

(a) Placards must conform to standards as prescribed. Samples will be furnished by the Bureau of Explosives on request.

(b) Tag-board placards must be printed on strong tag board, designated commercially as No. 2 tag board, and weighing 150 pounds per ream, of sheets 24 by 36 inches, and having a resistance of not less than 60 pounds per square inch, Mullen test.

(c) Paper placards must be printed on strong white paper.

(d) Placards or car cards which by their shape, coloring, or printing may be readily confused with the standard placards prescribed herein must not be used.

(e) Placards complying with previous requirements which are on hand on the effective date of these regulations, may be used until further order of the Commission.

NOTE: Carrier's or shipper's name and stationery form number may be printed on placards in type not larger than 10 point, but must be printed thereon separate from any of the placard wording.

When the tag board placards bear wording prescribed in sec. 551 (a), and provided the wording prescribed by sec. 563 (c) appears on the reverse side thereof, the words "removed or" may be omitted or the word "removed" changed to "reversed," as the case may be.

**546** Carriers must keep on hand an adequate supply of all necessary placards for placarding cars loaded by them and for the replacement of missing placards on loaded cars while in transit.

**547** Shippers must have applied placards to cars loaded by them when cars are acceptable for transportation. (See sec. 548 for method of application.)

## 548 APPLICATION OF PLACARDS

(a) Placards must be securely applied one to each end and each side of car, as follows:

(b) By tacking tag-board placards to each end and each side of cars, or to placard boards of suitable size provided for the purpose.

(c) Placards applied to the sides of box cars must be placed on doors, or close to left-hand side of door frames, when cars are not equipped with placard boards.

(d) The use of tacks, having heads at least  $\frac{1}{4}$  inch across, or other efficient device, is required. At least 5 tacks or 5 other fasteners must be used, one at each corner and one in the center of the placard. Tacks, nails, or other devices used in previous applications of placards must be removed when their presence interferes with proper application of placards.

(e) By insertion of tag-board placards in suitable placard holders affixed to cars.

(f) Paper placards must be securely pasted to metal placard boards provided for the purpose. Grease or other substances, which interfere with secure application, must be removed from metal surfaces before pasting on placards.

(g) Placards applied to cars must have the printing in horizontal position.

(h) "Explosives" placards must be applied not less than  $4\frac{1}{2}$  feet above car floor. (See sec. 525 (f) for car certificates.)

(i) Placards applied to sides of tank cars must be placed as near the middle as possible. Side placard boards applied to tank cars near end of tank may be used until replaced by boards located near middle of tank, in accordance with requirements effective November 1, 1927.

(j) Placard holders must be so constructed as not to obstruct the wording, change the shape of the placard, or reduce the exposed surface of the placard more than three-eighths of an inch on each side.

NOTE: Permanent metal holders designed to provide for secure attachment, easy application, removal, or reversal of placards prescribed in these regulations are required on all new tank cars, on new underframes to which tanks are applied, and on all tank cars receiving general repairs.

(k) Placards must be applied to both sides and both ends of a container car on which a container or containers loaded with fireworks, or with dangerous articles requiring labels, are placed; or placards must be applied to both ends of such a car and to both sides of a container loaded with such articles.

## 549 PLACARDS FOR DANGEROUS EXPLOSIVES—CLASS A

The "Explosives" placard must be of rectangular shape, measuring 11 by 14 inches, and must bear the wording as shown in the following cut; the printing must be in red and black as follows:

## EXPLOSIVES PLACARD

(Reduced size)



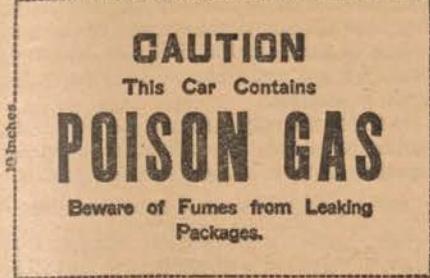
## 550 POISON GAS PLACARD

The "Poison Gas" placard must be of rectangular shape, measuring 10 by  $14\frac{1}{4}$  inches, and must bear the wording as

shown in the following cut; the printing must be in red as follows:

## POISON GAS PLACARD

(Reduced size)

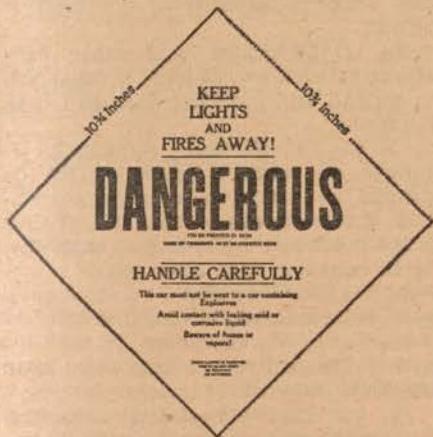
14 $\frac{1}{4}$  inches

## 551 DANGEROUS PLACARD

(a) The "Dangerous" placard must be of diamond shape, measuring 10 $\frac{1}{4}$  inches on each side, and must bear the wording as shown in the following cut; the word "Dangerous" must be in red, and the lettering in black, as follows:

## DANGEROUS PLACARD

(Reduced size)



(b) The reverse side of such placards may bear the wording as prescribed for the "Dangerous-Empty" placard. (See sec. 563.)

## UNLOADING FROM CARS

Removal and disposition of shipments at destination. Reporting violations and accidents. Removal of placards and car certificates. Cleaning cars, and Inflammable vapors.

## 560 TANK CAR DELIVERY

(a) Tank cars containing inflammable liquids having a flash point of 80° F. or below, except liquid road asphalt or tar, must not be delivered, unless originally consigned or subsequently reconsigned to parties having private-siding (see Note 1) or railroad-siding facilities, equipped for piping the liquid from tank cars to permanent storage tanks of sufficient capacity to receive contents of car.

(b) (1) No tank car containing compressed gas may be unloaded unless the car is consigned for delivery and unloading on a private track (see Note 1), ex-

cept that where no private track is available, delivery and unloading on carrier tracks is permitted provided the following conditions are complied with:

(b) (2) Any tank car of ICC-106A type may be delivered and the loaded unit tanks may be removed from car frame on carrier tracks, if, before car is accepted for transportation, the shipper has obtained from the delivering carrier and filed with originating carrier, written permission (see Note 2) for such removal. The consignee must furnish adequately safe mechanical hoist, obtained from the carrier if desirable, by which the tanks are lifted from the car and deposited directly upon vehicles furnished by the consignee for immediate removal from carrier property or tanks must be lifted by adequately safe mechanical hoist from car directly to vessels for further transportation.

(b) (3) Any tank car of other than ICC-106A type, containing liquefied hydrocarbon or liquefied petroleum gas, and having interior pipes of liquid and gas discharge valves equipped with check valves, may be delivered and unloaded on carrier tracks, if the lading is piped directly from car to permanent storage tanks of sufficient capacity to receive entire contents of car.

NOTE 1: For this purpose, a private track is a track outside of carrier's right-of-way, yard and terminals, and of which the carrier does not own either the rails, ties, roadbed or right-of-way; or a track or portion of a track which is devoted to the purpose of its user, either by lease or written agreement, in which case the lease or written agreement will be considered as equivalent to ownership.

NOTE 2: Carriers should give permission for the unloading of these containers on carrier tracks only where no private siding is available within reasonable trucking distance of final destination. The danger involved is the release of chlorine gas due to accidental injury to container in handling. The exposure to this danger decreases directly with the isolation of the unloading point.

## 561 TANK CAR UNLOADING

(a) In unloading tank cars the following rules must be observed (see also sec. 560 for compressed gasses):

(b) Unloading operations should be performed only by reliable persons properly instructed and made responsible for careful compliance with these regulations.

(c) Brakes must be set and wheels blocked on all cars being unloaded.

(d) Caution signs must be so placed on the track or car as to give necessary warning to persons approaching car from open end or ends of siding and must be left up until after car is unloaded and disconnected from discharge connection. Signs must be of metal, at least 12 by 15 inches in size and bear the words, "STOP—Tank Car Connected," or "STOP—Men at Work," the word "STOP" being in letters at least 4 inches high and the other words in letters at least 2 inches high. The letters must be white on a blue background.

(e) Before manhole cover or outlet valve cap is removed, tank car must be

relieved of all interior pressure by cooling tank with water or venting tank by raising safety valve or opening vent on dome at short intervals. If venting to relieve pressure will cause a dangerous amount of vapor to collect outside the car, venting and unloading must be deferred until pressure is reduced by allowing the car to stand overnight or otherwise cooling the contents. These precautions are not necessary when car is equipped with a manhole cover which hinges inward or with an inner manhole cover which does not have to be removed to unload the car, and when pressure is relieved by piping vapor into a condenser or storage tank.

(f) (1) After pressure is released, seal should be broken and manhole cover removed as follows:

(f) (2) *Screw type.* Cover must be loosened by placing bar between manhole cover lug and knob. After two complete turns, so that vent openings are exposed, the operation must be stopped, and if there is any sound of escaping vapor, the cover must be again screwed down tightly and interior pressure relieved as prescribed in sec. 561 (e), before again attempting to remove the cover.

(f) (3) *Hinged and bolted type.* All nuts must be unscrewed one complete turn, after which same precautions as prescribed for screw type cover must be observed.

(f) (4) *Interior type.* All dirt and cinders must be carefully removed from around cover before yoke is unscrewed.

(g) (1) When car is unloaded through bottom outlet valve, manhole cover must be adjusted as follows:

(g) (2) *Screw type.* Manhole cover must be put in place, but not entirely screwed down, in order that air may enter tank through vent holes in threaded flange of cover.

(g) (3) *Hinged and bolted type.* A small wooden block should be placed under one edge of cover.

(g) (4) *Interior type.* Screw must be tightened up in yoke so that cover will be brought up within one-half inch of closed position.

(h) When unloading through bottom outlet of cars equipped with interior manhole type of covers, and in all cases where unloading is done through the manhole (unless special covers are used, provided with safety-vent opening and tight connection for discharge outlet), the manhole must be protected against entrance of sparks or other sources of ignition of vapor by asbestos or metal covers or by being covered and surrounded with wet burlap. Burlap must be kept damp by replacement or the application of water as needed.

(i) Seals or other substances must not be thrown into the tank. Also care must be taken to avoid spilling any of the contents over car or tank.

(j) Valve rod handle or control in dome must be operated a few times to see that outlet valve in bottom of tank is on its seat before valve cap is removed.

(k) (1) Valve cap, or reducer when large outlet is to be used, must be removed with suitable wrench after set screws are loosened and a pail is placed in position to catch any liquid that may be in outlet chamber. If valve cap or reducer does not unscrew easily, it must be tapped lightly with mallet or wooden block in an upward direction. If leakage shows upon starting the removal, cap or reducer must not be entirely unscrewed, but sufficient threads must be left engaged and sufficient time allowed to permit escape of any accumulation of liquid in the outlet chamber. If leakage stops or initial rate of leakage diminishes materially, cap or reducer may be entirely removed. If initial rate of leakage continues, further efforts must be made to seat the outlet valve, see sec. 561 (j). If this fails, the cap or reducer must be screwed up tight and tank must be unloaded through the dome.

(k) (2) If upon removal of the outlet cap the outlet chamber is found to be blocked with frozen liquid or any other matter, replace cap immediately and make careful examination to determine that outlet casting has not been cracked. If the obstruction is *not frozen liquid*, the car must be unloaded through the dome. If the obstruction is *frozen liquid* and no crack has been found in the outlet casting, the car *may*, if circumstances require it, be unloaded from the bottom as follows:

(k) (3) Remove cap and attach unloading connections *immediately*. Then, before opening the valve inside the tank car, apply steam to outside of outlet casting or wrap casting with burlap or other rags and apply hot water to melt the frozen liquid. In any event, top unloading is considered safer than bottom unloading.

(l) Unloading connections must be securely attached to unloading pipes on dome or to bottom discharge outlets before discharge valves are opened.

(m) Tank cars must not be allowed to stand with unloading connections attached after unloading is completed, and throughout the entire period of unloading, or while car is connected to unloading device, the car must be attended by the unloader.

(n) If necessary to discontinue unloading a tank car for any reason, all unloading connections must be disconnected. All valves must first be tightly closed, and the closures of all other openings securely applied.

(o) As soon as a tank car is completely unloaded, all valves must be made tight, the unloading connections must be removed and all other closures made tight, except that heater coil inlet and outlet pipes must be left open for drainage. The manhole cover must be applied by the use of a bar or wrench, the outlet valve reducer and outlet valve cap by the use of a wrench having a handle at least 48 inches long, and the outlet valve cap plug, end plug, and all other closures of openings and of their protective housings by the use of a suitable tool.

(p) Railroad defect cards must not be removed.

(q) Ground around connections must be covered with fresh, dry sand or dirt, if oil or gasoline has been spilled previously.

(r) All tools and implements used in connection with unloading should be kept free from oil, dirt, and grit.

#### 562 REMOVAL OF PLACARDS AND CAR CERTIFICATE AFTER UNLOADING

(a) When lading requiring placards or car certificates is removed from cars other than tank cars, placards and car certificates must be removed by the party unloading the car.

(b) After tank car is unloaded, the party unloading the car must remove all shipping cards and "Dangerous" placards from car, or may replace or cover the placards with the "Dangerous-Empty" placards prescribed in sec. 563, and must promptly notify the railroad agent that car is empty.

#### 563 "DANGEROUS—EMPTY" PLACARD

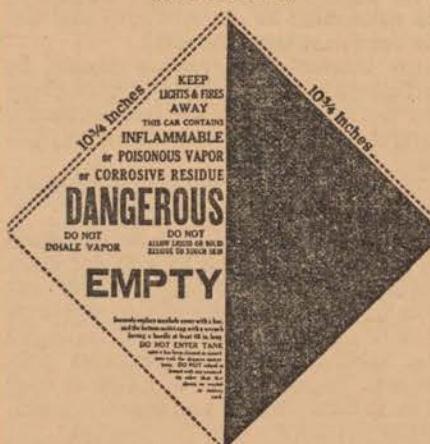
(a) "Dangerous—Empty" placards must measure 10 $\frac{1}{4}$  inches on each side. The printing must be as shown in the cut in this section, in black on strong white paper, or on tag board designated commercially as No. 2 tag board, and weighing 150 pounds per ream of sheets 24 inches by 36 inches, and having a resistance of not less than 60 pounds per square inch, Mullen test.

(b) The reverse side of such placards may bear the wording as prescribed for the "Dangerous" placard. (See sec. 551.)

(c) Paper placards must be securely pasted over the "Dangerous" placards pasted on metal placard boards provided for the purpose. Tag board placards must be securely tacked to wooden boards or inserted in holders provided for the purpose.

#### "DANGEROUS—EMPTY" PLACARD

(Reduced size)



**Note:** The words "Keep lights and fires away" and "Inflammable or poisonous vapor" may be omitted from placards attached to tank cars which previously contained alkaline corrosive liquids or corrosive liquids which do not react with the metal wall or lining of the tank to form an inflammable or poisonous gas.

#### REMOVAL AND DISPOSITION OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES AT DESTINATION

##### 564 DELIVERY AT NONAGENCY STATIONS

(a) Shipments of explosives must not be unloaded at nonagency stations unless the consignee is there to receive them or unless properly locked and secure storage facilities are provided at that point for their protection.

(b) If delivery cannot be so made, shipment must be taken to next or nearest agency station for delivery.

##### 565 DELIVERY AT AGENCY STATIONS

(a) Carrier must require consignee to remove shipments of explosives and other dangerous articles from carrier's property within 48 hours after notice of arrival has been sent or given. Sundays and Holidays are not included. If not so removed, carrier must immediately dispose of the shipments as follows:

(a) (2) Class A explosives, (a) by storage at the expense of the owner or by return to the shipper if reasonably safe storage is not available; (b) by sale; (c) when necessary to safety, by destruction under supervision of a competent person.

(b) (1) Explosives and other dangerous articles, except class A explosives, in carload and less-than-carload lots as follows:

(b) (2) (a) Carload shipments by storage on carrier's property; (b) by storage on other than carrier's property, if safe storage on carrier's property is not available; (c) by sale at expiration of 15 calendar days after notice of arrival has been sent or given to consignee, provided consignor has been notified of nondelivery at expiration of 48-hour period and orders for disposition have not been received.

(b) (3) Less-than-carload shipments (a) by return to shipper if notice of non-delivery was requested and given consignor as prescribed by carrier's tariff, and orders for return to shipper have been received; (b) by storage on carrier's property; (c) by storage on other than carrier's property, if safe storage on carrier's property is not available; (d) by sale at expiration of 15 calendar days after notice of arrival has been sent or given to consignee, provided consignor has been notified of nondelivery at expiration of 48-hour period and orders for disposition have not been received.

##### 566 VIOLATIONS AND ACCIDENTS TO BE REPORTED

(a) Consignees must report promptly to the Bureau of Explosives all instances of improper staying and broken, leaking, or defective containers of explosives or other dangerous articles in shipments received by them.

(b) The Bureau of Explosives, upon receipt of reports from consignees, should promptly report to the shipper full particulars covering all cases of defective packing, improper staying, leaking and/or

broken shipping containers and rough treatment of cars resulting in leakage or damage to shipping containers or staying.

#### 567 CLEANING CARS

(a) Cars which have contained arsenic, arsenate of lead, sodium arsenate, calcium arsenate, Paris green, calcium cyanide, potassium cyanide, sodium cyanide, or other poisonous articles, which show any evidence of leakage from packages, must be thoroughly cleaned after unloading before cars are again placed in service.

(b) After unloading poisons from steel hopper cars, cars must be thoroughly flushed out with water.

(c) All loose powder or other explosive or any other dangerous article which has leaked from packages must be carefully removed from car and other railroad property.

#### 568 INFLAMMABLE VAPORS

A box car or container car placarded "Dangerous," or known to contain inflammable liquids, gases, or vapors must not be entered with a lighted lantern, torch, or other fire, until both car doors have been opened and sufficient time allowed for ventilation and escape of any vapors. The presence of these vapors will generally be indicated by characteristic odors. When leakage is continuous, ventilation will not remove the danger. The leaking package should be located and removed, using electric lights or waiting for daylight.

#### HANDLING BY CARRIERS BY RAIL FREIGHT

#### 575 RESTRICTIONS

(a) When local conditions make the acceptance, transportation, or delivery of explosives or other dangerous articles unusually hazardous, local restrictions may be imposed by the carrier.

(b) All carriers must report to the Bureau of Explosives for publication full information as to restrictions which may be imposed against the acceptance, delivery, or transportation of explosives or other dangerous articles, over any portion of their lines.

#### 576 INTERMEDIATE SHIPPERS AND CARRIERS

Forwarding companies must have on file shipper's certified bill of lading or shipping order, and know that packages delivered to carrier for transportation comply with these regulations.

#### 577 SHIPPING DAYS FOR EXPLOSIVES

(a) When practicable at any point, regular days should be assigned for receiving from shippers less-than-carload lots of dangerous explosives, class A, as shown in Part 3.

(b) To enable the carrier to provide proper cars at stations where less-than-carload shipments of dangerous explosives, class A, are accepted for loading by the carrier, the shipper must give to the carrier not less than 24 hours' notice of

his intention to offer such shipments, and state their destinations. When a regular day to receive all explosives shipments offered at such a station has been appointed, this notice may be waived by the carrier, but the explosives shipments must be delivered on such days in time to permit proper inspection, billing, and loading on that day.

#### 578 INFLAMMABLE VAPORS

A box car or container car placarded "Dangerous," or known to contain inflammable liquids, must not be entered with a lighted lantern, torch, or other fire, until both car doors have been opened and sufficient time allowed for ventilation and escape of any vapors. The presence of these vapors will generally be indicated by characteristic odors. When leakage is continuous, ventilation will not remove the danger. The leaking package should be located and removed, using electric lights or waiting for daylight.

#### 579 CARS FUMIGATED WITH INFLAMMABLE LIQUIDS

Delivery to carrier or transportation of cars fumigated with inflammable liquid, is prohibited until 48 hours have elapsed after fumigation.

#### 580 VIOLATIONS MUST BE CORRECTED

All violations discovered must be corrected before forwarding shipments of explosives.

#### 581 ROUTING SHIPMENTS

Before any shipment of dangerous explosives, class A, as named in secs. 52 to 62, destined to a point beyond the

lines of the initial carrier, is accepted from a shipper, the initial carrier must ascertain that the shipment can go forward via the route designated, and to avoid delays en route the initial carrier must be in possession of full rate information, before forwarding the shipment.

#### 582 MOVEMENT TO BE EXPEDITED

(a) Carriers must forward shipments of explosives and other dangerous articles promptly and within 48 hours after acceptance at originating point or receipt at any yard, transfer station, or interchange point.

(b) No tank car loaded with inflammable liquid or compressed inflammable gas shall be received and held at any point, subject to forwarding orders, so as to defeat the purpose of this section or of sec. 560 of these regulations.

#### 583 EXAMINATION OF SHIPPING ORDER AND PACKAGES

Carriers must examine shipping order and determine that proper certificate is given and that packages are not broken or leaking when offered for transportation.

#### 584 WAYBILLS, SWITCHING ORDERS, OR OTHER BILLING

(a) The revenue waybill, astray waybill, switching order or any other billing issued in lieu thereof, prepared from the shipping order or other shipping paper, must describe the article by shipping name as prescribed herein and must show label notations for less-than-carload shipments or placard notations for carload shipments for dangerous articles other than explosives and placard endorsements as follows:

	Label notation to follow entry of the article on the billing	Placard notation to follow entry of the article on the billing	Placard indorsement must be $\frac{3}{4}$ " high and appear on the billing near the car number
For high explosives, initiating explosives and low explosives, class A.	None	None	"EXPLOSIVES."
For explosive chemical ammunition containing class A poison gas.	Poison gas label	"Poison Gas Placard"	"EXPLOSIVES" and "POISON GAS."
For less dangerous explosives, class B.	None	None	"DANGEROUS."
For relatively safe explosives, class C.	None	None	None
For inflammable liquids.	Red label	"Dangerous Placard"	"DANGEROUS."
For inflammable solids and oxidizing materials.	Yellow label	"Dangerous Placard"	"DANGEROUS."
For corrosive liquids.	White label	"Dangerous Placard"	"DANGEROUS."
For compressed nonflammable gases in containers other than tank cars.	Green label	None	None
For compressed nonflammable gases in tank cars.	None	"Dangerous Placard"	"DANGEROUS."
For compressed inflammable gases.	Red label	"Dangerous Placard"	"DANGEROUS."
For poison gases or liquids, Class A.	Poison gas label	"Poison Gas Placard"	"POISON GAS."
For poisonous liquids or solids, Class B.	Poison label	"Dangerous Placard"	"DANGEROUS."
For tear gases, class C.	Tear gas label	None	None

(b) Waybills, manifests, or memorandums for shipments offered for transportation by carrier by water must show the label notations as prescribed in this section.

(c) Abbreviations must not be used on shipping orders or billing for explosives or other dangerous articles.

(d) When the initial movement is a switching operation, the switching order, switching receipt, or switching ticket, and copies thereof, prepared by the

shipper, or by the carrier under the shipper's written authority, must bear the placard indorsement and the shipper's certificate prescribed by sections 418 and 421; for other switching movement, the switching ticket prepared by a railway employe must show the kind of placard required.

(e) The car ticket, card waybill, running slip, envelope containing waybills, or any other billing for any loaded car which under these regulations should

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bear "Explosive," "Dangerous," or "Poison Gas" placards must have plainly stamped, or plainly written on the face of such billing, near the car number, in letters not less than three-eighths of an inch high, the words "Explosive," "Dangerous," or "Poison Gas"; and for container cars must also show which of the containers loaded thereon contain dangerous articles.

(f) For tank cars not loaded, the billing must show the word "EMPTY."

(g) At stations where explosives are loaded into a properly certified and placarded car received with other shipments of explosives, or carload shipments are reconsigned, a record must be kept of the car, originating point, carrier's name, and date of car certificate.

## 585 NONAGENCY SHIPMENTS

If shipments of explosives are accepted at nonagency stations, provisions must be made for the proper certification and placarding of cars, examination of shipments, and loading and stowing of packages in cars.

## 586 HANDLING EXPLOSIVES AND OTHER DANGEROUS ARTICLES

(a) In handling packages of explosives at stations and in transferring them to and from cars, the greatest care must be taken, and shocks or falls liable to injure the containers must be avoided. Where an inclined chute is employed, such chute shall be constructed of 1-inch planed boards, with side guards 4 inches high extending 3 inches above top face of bottom of chute and, throughout its length, fastened with brass screws. D-shaped wooden strips or runners, not more than 6 inches apart and running lengthwise of chute, must be fastened to the upper surface of the bottom board by means of glue and wooden pegs extending through the bottom board and runners. Chutes must be occasionally wiped down with waste moistened with machine oil when dynamite packages are being handled.

(b) A stuffed mattress, 4 feet wide by 6 feet long and not less than 4 inches thick, or a heavy jute or hemp mat of like dimensions, must be placed under the discharging end of the chute.

(c) Careful men must be chosen to handle explosives, the platform and the shoes of the men must be as free as possible from grit, and all possible precautions must be taken against fire.

(d) Unauthorized persons must not have access to explosives and other dangerous articles at any time while such articles are in the custody of the carrier.

(e) Explosives and other dangerous articles must be kept in a safe place while being held for delivery or loading.

(f) In handling packages containing dangerous articles other than explosives at stations, and to and from cars, care must be taken to prevent their falling or being broken. Heavy packages should be trucked, rolled, or moved by use of skids or other satisfactory devices and

must not be dropped from trucks, platforms, or cars. Planks for rolling trucks from platforms to cars should have beveled ends.

(g) Acid or other corrosive-liquid carboys should be handled so as not to spill the contents. "Empty" carboys, so called, should be handled with necks up, and with sufficient care to prevent burns to clothing or person from leaking acid or other corrosive liquid.

## 587 LIGHTS

When necessary to use lights while handling explosives, it is recommended that where practicable incandescent electric lights be provided.

## 588 DISPOSITION OF DAMAGED OR ASTRAY SHIPMENTS

(a) Packages of explosives found injured or broken in transit may be recovered when this is evidently practicable and not dangerous. A broken box of high explosives that cannot be recovered should be reinforced by stout wrapping paper and twine, placed in another strong box and surrounded by dry, fine sawdust or dry and clean cotton waste or elastic wads made from dry newspapers. A ruptured can or keg should be inclosed in a grain bag of good quality and boxed. Injured packages thus protected and properly marked may be forwarded. The box and waybill should be marked to indicate that it has been repacked.

(b) Particles of explosive compositions from damaged containers possibly may be strewn on car floors or freight, and due care should be exercised in repacking such containers that no sparks may be produced by contact of metal or other hard surfaces, or otherwise. Water will prevent the explosion of practically all explosive substance except dynamite, and in such cases car floors should be thoroughly swept, and washed with a plentiful supply of water. Use of iron-wheel trucks, metal hammers, or other metal tools, should be avoided.

(c) Unless they are leaking, or in a manifestly insecure condition, packages of dangerous articles other than explosives in transit must be forwarded to destination and report made of any violation observed. Leaking packages must not be forwarded.

(d) Packages of explosives showing evidence of leakage of liquid ingredients must (1) be returned immediately to shipper, if at point of shipment; or (2) disposed of to a person who is competent and willing to remove them from railway property, if leakage is discovered while in transit; or (3) removed immediately by consignee, if shipment is at destination.

(e) When disposition cannot be made as above, the leaking boxes must be packed in other boxes large enough to permit inclosure, and the leaking boxes must be surrounded by at least 2 inches of dry, fine sawdust or dry and clean cotton waste, and be stored in station

magazine or other safe place until arrival of an inspector of the Bureau of Explosives, or other authorized person, to superintend the destruction or disposition of the condemned material.

(f) An astray shipment of explosives must be forwarded immediately to its destination if known, or returned to the shipper by the most practicable route, provided a careful inspection shows the packages to be in proper condition for safe transportation.

(g) When a package in an astray shipment is not in proper condition for safe transportation (see sec. 588 (a), (d), and (e)), or when name and address of consignee or shipper are unknown, disposition must be made as prescribed by sec. 588 (d) and (e).

(h) An astray package of dangerous articles other than explosives of known destination and in proper condition for safe transportation, must be forwarded immediately on an "astray bill," showing proper label notation and placard indorsement, as prescribed by section 584 (a) to (e). When necessary to replace a label and doubt exists as to the kind, the red label should be used.

## 589 HANDLING CARS

(a) A car known to require certificates and the "Explosives" or other placards must not be taken from a station, siding, transfer station, interchange point, or yard, unless the car is properly placarded and certified, and unless the car is in proper condition.

(b) A daily record showing the initials and numbers of all loaded placarded cars must be kept on file at originating stations, transfer stations, and interchange points.

(c) Whenever placards or car certificates become detached or lost in transit the carrier must see that they are replaced.

(d) The carrier must verify the attachment of proper placards by the shipper as soon as a car requiring placards is accepted by the carrier for transportation.

(e) At points where trains are made up or checked, the carrier must make a thorough check of placarded cars to see that all required placards and certificates are attached, that those not required are removed, and that placarded cars are placed in trains as required by these regulations.

(f) The carrier must give written notice to the train and engine crew of the presence and location in the train of cars placarded "Explosives." Copy of the notice must be kept on file.

(g) Cars placarded "Explosives" must be placed in through freight trains near the middle of the trains and must be not nearer than the sixteenth car from the engine, or a caboose in service if next to engine, electric locomotive, or motor car, nor the eleventh car from the rear end caboose, if the length of the train will permit. Cars placarded "Explosives" in all cases must be not nearer than the

second car from engine, electric locomotive, motor car, or caboose. Where helper engines or electric locomotives are employed ahead of caboose, cars placarded "Explosives" must be separated from such helpers by at least one car.

(h) Cars placarded "Explosives" may be placed in local freight trains, or mixed trains when authorized herein, not nearer than the second car from the engine, electric locomotive, motor car, or a caboose in service, when placing them near the middle of the train would require additional switching at way stations.

(i) Cars placarded "Explosives" must not be placed in through or local trains next to dead engines, loaded tank cars, wooden-frame flat or gondola cars; or carloads of pipe, lumber, poles, iron, steel, or similar lading which by shifting may break through end of car placarded "Explosives" from rough handling; refrigerator cars equipped with automatic refrigeration of the gas-burning type; nor next to cars containing lighted heaters, stoves, or lanterns; or cars with livestock or poultry in charge of an attendant.

(j) Cars placarded "Explosives" must not be placed in through or local trains next to box cars which bear "Dangerous" placards, unless the remainder of the train consist only of such cars.

(k) Placarded loaded tank cars must not be placed in trains next to cars containing lighted heaters, stoves, or lanterns; nor next to refrigerator cars equipped with automatic refrigeration of the gas-burning type; nor next to flatcars with lading such as logs, lumber, rails, or pipe, or gondola cars with such lading higher than ends, that is liable to shift. In through trains such tank cars must not be placed nearer than the sixth car from the engine, electric locomotive or motorcar, or a caboose in service, and in local trains not nearer than the second car from the engine, electric locomotive, motorcar or a caboose in service, when length of train permits and cars other than loaded tank cars are in the train.

**NOTE:** Application of the foregoing regulations to "through" or "local" trains shall be in accordance with designations of trains in railroad time cards or other railroad publication containing the classification.

(l) When handling cars placarded "Explosives" in yards or on sidings, explosives cars must be coupled to engine, electric locomotive, or motorcar, protected by a car between.

(m) Cars placarded "Explosives" must not be handled with doors open.

(n) Cars placarded "Explosives" must not be cut off while in motion, and must be coupled carefully and all unnecessary shocks must be avoided. Other cars must not be cut off and allowed to strike a car containing explosives. Cars placarded "Explosives" must be so placed in yards or on sidings that they will be subject to as little handling as possible and be removed from all danger of fire. Such cars must not be placed on tracks under

bridges and should not be placed in or alongside passenger sheds or stations; and, when avoidable, engines on parallel tracks must not be allowed to stand opposite or near them.

(o) When cars protected by "Explosives" placards are received or held in yards, particularly at night, the carrier must see that precautions are taken to prevent accidents. These precautions must include provision for quickly removing and isolating the cars in case of fire.

(p) At points where trains stop and time permits, cars placarded "Explosives," and adjacent cars, must be examined to see that they are in good condition and free from hotboxes or other defects liable to cause damage. If such cars are set out short of destination for any cause, carrier's employees in charge thereof must give necessary notice to proper official to prevent accident.

(q) Whenever a car placarded "Explosives" is involved in an accident or wreck it must be opened and contents examined, and whenever opened for any purpose inspection must be made of the packages of explosives as soon as practicable without unnecessary disturbance of lading, to see that they are properly loaded and stayed and in good condition. Upon the discovery of leaking or broken packages they must be carefully removed to a safe place. Loose powder or other explosives must be swept up and carefully removed. If the floor is wet with nitroglycerin the car is unsafe to use, and a representative of the Bureau of Explosives should be immediately called to superintend the thorough mopping and washing of the floor with a warm, saturated solution of concentrated lye or sodium carbonate. If necessary, the car must be placed on an isolated siding and proper notice given.

(r) In gravity, hump and flat switching operations where the use of hand brakes is necessary, it must be determined by trial that a placarded car, other than a car placarded "Explosives" (see sec. 589 (n)) has its brakes in working condition before it is cut or that the car of a draft, which includes a placarded car other than a car placarded "Explosives," occupied by the rider is cut. A placarded loaded tank car or a draft, which includes a placarded loaded tank car, must not be cut off until the preceding car or cars clear the ladder and the draft containing the placarded loaded tank car or a placarded loaded tank car must in turn clear the ladder before another cut is allowed to follow.

(s) Special care must be taken to avoid rough handling of placarded cars.

(t) Leakage of dangerous articles is often accompanied by odors characteristic of the articles, and all available opportunities for noting such odors must be utilized in order that the source of leakage may be discovered and the leakage stopped, or the leaking package removed from the car, or the contents of tank cars transferred. If artificial light

is necessary, only electric lights should be used. Leaking tank cars containing compressed gases should be switched to a location distant from habitation and highways and proper action taken for transferring contents under competent supervision.

(u) Cars containing leaking packages or leaking tank cars must be protected against ignition of liquid or vapors by flame of inspector's lanterns or torches, by burning fuses, by switch-lights, by switch-thawing flames, by fires on side of track, by hot coals from locomotives, or otherwise. All unnecessary movement of a car discovered in transit in leaking condition must cease until the unsafe condition is remedied. (See secs. 594, 596, and 600.)

(v) Cars containing dangerous explosives, class A, poison gases or liquids, class A, and tank cars requiring "Dangerous" placards must not be hauled in a passenger train. If freight train service is not operated such cars may be hauled in mixed trains.

(w) In mixed train service or where passengers are carried in a caboose car of a freight train, a car containing a shipment of dangerous explosives, class A, or poison gases or liquids, class A, or a tank car placarded "DANGEROUS" may be hauled but such cars must not be placed next to cars carrying passengers; and whenever it is practicable to do so cars placarded "EXPLOSIVES" must be placed between cars not bearing "DANGEROUS" or "POISON GAS" placards.

(x) When a freight, baggage, or express car containing shipments of less dangerous explosives, class B, or shipments of dangerous articles other than explosives requiring labels as prescribed by these regulations for rail shipments (not including class A poison gases or liquids), is hauled in a passenger train and such car or cars are not occupied by an employee of the carrier, proper placards must be applied to the car as required by these regulations.

#### 591 CAR MAGAZINES

When specially authorized by the carrier, explosives in quantity not exceeding 150 pounds may be carried in construction or repair cars when the packages of explosives are placed in a "magazine" box made of sound lumber not less than 1 inch thick, covered on the exterior with metal, and provided with strong handles. This box must be plainly stenciled on the top, sides, and ends, in letters not less than 2 inches high, "EXPLOSIVES—DANGEROUS—HANDLE CAREFULLY." The box must be provided with strong hinges and with a lock for keeping it securely closed. Vacant space in the box must be filled with a cushioning material such as sawdust or excelsior, and the box must be properly stayed to prevent movement within the car. The car, when not occupied by a responsible employee, must be placarded "EXPLOSIVES."

## 592 COTTON FIRES

When fire occurs in a shipment of cotton in transit at a point where it cannot be reconditioned, and where arrangements cannot be made with the originating line to sell it, all burnt cotton in the shipment must be stored under observation in as safe a place as practicable for not less than 10 days, and without further evidence of fire, before forwarding. The billing must be changed to read "Burnt Cotton," and the material must be forwarded as a dangerous article. (See sec. 159.)

## 593 CHARCOAL FIRES

When fire occurs in charcoal in transit, water should not be used if it is practicable to locate and remove the material on fire, since wet charcoal is much more liable to ignite spontaneously, and the fire cannot be stopped permanently by the use of water. If fire occurs in ground charcoal or screenings, any material which has become wet in extinguishing fire must be removed from the car, and not reshipped; the remainder of the charcoal must be held under observation in a dry place for at least five days before forwarding.

## 594 LEAKING TANK CARS

(a) Action in any particular case will depend upon existing conditions, and good judgment will be necessary to avoid disastrous fires on the one hand and useless sacrifice of valuable property on the other.

(b) Volatile, inflammable, and combustible liquids, or inflammable liquefied gases, such as gasoline, naphtha, petroleum oils, or liquefied petroleum gas, in large quantity and spread over a large surface, will form vapors that will ignite at a considerable distance, depending on the kind and quantity of liquid and the direction and force of the wind. Many of the liquids, regarded as safe to carry under ordinary conditions and transported in tank cars without the "Dangerous" placard, should still be treated as dangerous in handling a wreck.

(c) When tank cars are leaking, all lights or fires near them should be extinguished or removed until it is determined that contents are not inflammable or combustible. Incandescent electric lights or portable electric flashlights should be used when available.

(d) Lanterns necessarily used for signaling should be kept on the side from which the wind is blowing and at as high an elevation as can be obtained. The vapors will go with the wind but not against it. The ash pan and fire box of a locomotive or steam derrick are sources of danger, especially when wind is blowing across the wrecked or leaking tank car toward them. Wrecks involving tank cars should in no case be approached with lighted pipes, cigars, or cigarettes, and all spectators should be kept away.

(e) Effort should be made to prevent the spread of liquid leakage over a large surface by collecting it in any available

vessels or draining it into a hole or depression at a safe distance from the track. When necessary, trenches should be dug for this purpose.

(f) It is not safe to drain inflammable or combustible liquids in large quantities into a sewer, since vapors may thus be carried to distant points and there ignited. Care should be exercised also not to permit these liquids to drain into streams of water which may be used by irrigation plants or for watering stock. Dry earth over spilled liquid will decrease the rate of evaporation and the danger. A stream of these liquids on the ground should be dammed and dry earth thrown on the liquid as it collects.

(g) Sudden shocks or jars that might produce sparks or fraction should be avoided. When possible, the wrecked cars should be jacked carefully into position after removing other cars and freight that might be injured by fire. Only as a last resort, to meet an emergency, should a wrecked car be moved by dragging, and when this is done all persons should be kept at a safe distance. (See sec. 600.)

(h) No unnecessary attempt should be made to transport a damaged tank car from which inflammable or combustible liquid is leaking. Safety in short movements may be secured by attaching a receptacle under small leaks to prevent spread of these liquids over tracks. Tracks at intervals in rear of a moving car should be covered with fresh earth to prevent fire overtaking the car. Engines should be kept away; also spectators who may be smoking. If damaged car is derailed, and not in a position to obstruct or endanger traffic, leaks should be stopped as far as possible, and the car should be left under guard until another tank car or sufficient receptacles can be provided for the transfer of the liquid, which should be transferred by pumping when practicable.

(i) Highly volatile products cannot be transferred in the usual way by a vacuum pump. The pump can only be used when placed so that liquid flows to it from the tank by gravity.

(j) Whenever the leaking condition of a tank car is such that transfer of lading has been necessary, the car must be stenciled on both sides, in letters three inches in size, adjacent to the car number, "LEAKY TANK. DO NOT LOAD UNTIL REPAIRED," and indicate and mark at the location of the leak with the symbol "X," and the owner must be immediately notified, such notification to indicate definitely location of leak. Stenciling must not be removed until the tank is repaired.

(k) Even a tank that is not leaking is liable to be ruptured by the use of slings, and slipping of chain slings may produce sparks. Saving of the contents of the tank is not as important as the prevention of fire.

(l) An empty or partially empty tank car, with or without placards, is very liable to contain explosive gases, and open

flame lights must not be brought near it. (See sec. 595.)

## 595 EXAMINATION OF EMPTY TANK CARS

*Lighted lanterns.* Many fatal accidents have resulted from using lanterns or lighted matches to examine the interior of empty tank cars or in using hot rivets to repair unsteamed tank cars, which may contain inflammable vapors even when the previous lading was not of flash point below 80° F. Only incandescent electric lights should be used for this examination. Fumes in any empty tank car should be considered as injurious to a person entering it. In no case should an empty tank be entered before it has been cleaned by steaming, without wearing a respirator, hose mask type only, and without having another person stationed at the manhole with a rope attached to the person entering the tank. Hobnailed shoes and metal tools are liable to create sparks and should not be used inside an empty tank.

## 596 INSPECTION OF TANK CARS

(a) Loaded tank cars tendered for shipment at originating points and when received in interchange must be inspected by the carrier before acceptance to see that they are not leaking; that their manhole covers, outlet valve reducers, outlet valve caps, outlet valve cap plugs, heater coil inlet and outlet pipe caps or plugs or cocks, end plugs, and plugs or caps of other openings are in their proper places; that the air and hand brakes, journal boxes and trucks are in proper condition for service; and that the tank and safety valves have been tested within limits prescribed by the specifications for tanks.

(b) Empty tank cars tendered for movement or when received in interchange must have manhole covers, outlet valve reducers, outlet valve caps, outlet valve cap plugs, end plugs, and plugs or caps of other openings securely in their proper places; except that heater coil inlet and outlet pipes must be left open for drainage.

(c) Safety valves on tank cars must not be tested while these cars are loaded. Whenever test of safety valves or tank is due on a loaded car while in transit, unless the car is leaking or in a manifestly insecure condition, it must be forwarded to destination, carded on each side with a card exhibiting the following notice:

Safety valves | Overdue for test.  
Tank  
Moving under I. C. C. sec. 596 (c).

Prompt reports of such movements, showing initials and numbers of cars, must be made by the railroad carding the cars to the Bureau of Explosives, 30 Vesey Street, New York City.

## 597 LEAKING PACKAGES OF ACID OR POISON

(a) Whenever a car bearing the "Dangerous" placard is discovered in transit with packages in leaking condition, all unnecessary movement of the car must

cease and at the first opportunity an examination must be made of the lading, and if practicable any broken or leaking packages of nitric or mixed acids should be removed promptly to prevent fire. Any acid or other corrosive liquid remaining on the car floor or on surrounding packages should be washed away with a plentiful supply of water, or if not available, cleaned up with a liberal application of sand or earth. Care should be exercised to prevent inhalation of gases liberated through the application of water; when employees are injured by acid or other corrosive liquid, the liquid should be washed off immediately by a liberal application of water.

(b) Cars which have contained arsenic, arsenate of lead, sodium arsenate, calcium arsenate, Paris green, calcium cyanide, potassium cyanide, sodium cyanide, or other poisonous articles, which show any evidence of leakage from packages, must be thoroughly cleaned after unloading before cars are again placed in service.

#### 598 INSPECTION OF CARS AT INTERCHANGE

(a) Cars containing dangerous explosives, class A, named in sections 52 to 62, which are offered by connecting lines must be carefully inspected by the receiving line on the outside, including the roof; and, if practicable, the lading must also be inspected. These cars must not be forwarded until all discovered violations have been corrected.

(b) If the car shows evidence of, or if there is any reason to suspect that it has received rough treatment, the lading must be inspected and placed in proper condition before the car is permitted to proceed. When interchange occurs and inspection is necessary after daylight hours, electric flash lights should be provided. Naked lights must not be used.

(c) Shipments of explosives and other dangerous articles offered by connecting lines must comply with these regulations, and the revenue waybill, freight bill, manifest of lading, card waybill, switching order, transfer slip ticket, or other billing, must bear label notation and placard indorsement prescribed by section 584.

(d) Cars containing packages of dangerous articles other than explosives should not be offered in interchange if packages are in leaking condition. If small leaks have developed in movement of tank cars to interchange, and where short movements are necessary to make delivery for unloading by consignee, and this movement may be safely made, the precautions prescribed by section 594, must be observed.

#### 599 HANDLING BY ELECTRIC RAILWAYS AND MOTOR CARS

(a) Dangerous explosives, class A, as specified in sections 52 to 62, must not be transported in any self-propelled car

operated by electric or other motive power, if such car is carrying passengers.

(b) Dangerous articles other than explosives, and the less dangerous, class B, and relatively safe, class C, explosives when transported in self-propelled motor cars, must be carried in a compartment of such cars in which there shall be no electrically operated apparatus, or electric circuits, other than circuits in conduits properly installed.

(c) When the motor car is used as a freight or baggage car and not as a passenger car, not more than 500 pounds net of explosives, or not exceeding 5,000 blasting caps or electric blasting caps, may be transported. Blasting caps in any quantity must not be carried in the same car with high explosives. The explosives must be placed in a "magazine" box made of sound lumber not less than 1 inch thick, covered on the exterior with metal, and provided with strong handles. This box must be plainly stenciled on the top, sides, and ends, in letters not less than 2 inches high, "EXPLOSIVES—DANGEROUS—HANDLE CAREFULLY." The box must be provided with strong hinges and with a lock for keeping it securely closed. Vacant space in the box must be filled with a cushioning material such as sawdust or excelsior, and the box must be properly stayed to prevent movement within the car.

(d) Explosives may be transported in a trailer or other closed car and must be securely blocked, braced and stayed so as to prevent movement during transit, and other freight must not be permitted to fall on or slide against such shipments.

(e) Trailer cars or other cars not occupied by a representative of the carrier must bear the standard placards as prescribed herein.

(f) Explosives and other dangerous articles must not be loaded and transported together, except as permitted by the loading and storage chart, sec. 533.

(g) All the requirements of these regulations as to packing, marking, labeling, description, certification and waybilling, must be complied with for all shipments of explosives or other dangerous articles transported by electric railways or other self-propelled motor car lines engaged in interstate or foreign commerce.

#### 600 IN CASE OF A WRECK

Details involving the handling of explosives and other dangerous articles in the event of a wreck may be found in Bureau of Explosives Pamphlet No. 22 covering "Recommended practice for handling collisions and derailments involving explosives, gasoline and other dangerous articles."

#### PART 5—REGULATIONS APPLYING TO CARRIERS BY RAIL EXPRESS

##### PURPOSE OF THE REGULATIONS

650 To promote the uniform enforcement of law and to minimize the dangers to life and property incident to the trans-

portation of explosives and other dangerous articles, by rail express carriers engaged in interstate or foreign commerce, these regulations are prescribed to define these articles for rail express transportation purposes, to state the precautions that must be observed by the carrier in handling them while in transit. It is the duty of each such carrier to make the prescribed regulations effective and to thoroughly instruct employes in relation thereto.

651 Explosives and other dangerous articles, except such as will not be accepted, may be offered for transportation to rail express carriers engaged in interstate or foreign commerce and transported, provided they are in proper condition for transportation and are certified that these regulations have been complied with, and provided their method of manufacture, packing, and storage, so far as they affect safe transportation, are open to inspection by a duly authorized representative of the initial carrier or of the Bureau of Explosives. Shipments that do not comply with these regulations must not be accepted for transportation or transported.

##### EXPLOSIVES

652 (a) For the purpose of these regulations, explosives are classed as follows:

- (b) Explosives not accepted.
- (c) Acceptable explosives.

##### 653 EXPLOSIVES NOT ACCEPTED

(a) Except properly packed samples, as prescribed by sec. 655 (*not including liquid nitroglycerin*), for laboratory examination, the following explosives will not be accepted for transportation by rail express:

(b) Ammunition for cannon with empty, sandloaded, solid, or without projectiles.

(c) Ammunition for cannon with explosive projectiles.

(d) Ammunition for small arms with explosive bullets.

(e) Black powder or low explosives.

(f) Blasting caps, including electric blasting caps.

(g) Blasting caps with safety fuse.

(h) Chemical explosive ammunition.

(i) Detonating fuses or boosters (explosive).

(j) Diazodinitrophenol.

(k) Explosive bombs.

(l) Explosive mines.

(m) Explosive projectiles.

(n) Explosive torpedoes.

(o) Fireworks that can be exploded en masse, by dropping the completed shipping package from a height of 6 feet, or by impact of a rifle bullet.

(p) Firecrackers, flash crackers or salutes, the explosive content of which exceeds 12 grains each in weight.

(q) Fireworks that combine an explosive and a detonator or blasting cap.

(r) Fireworks, such as sparklers or fusees, containing a match tip or head,

or similar igniting point or surface, unless each individual tip, head, or similar igniting point or surface is entirely covered and securely protected from accidental contact or friction.

(s) Fireworks or fireworks compositions that ignite spontaneously or undergo marked decomposition when subjected for 48 consecutive hours to a temperature of 75° C. (167° F.).

(t) Fireworks containing an ammonium salt and a chlorate.

(u) Fireworks containing yellow or white phosphorus.

(v) Fireworks properly condemned by the Bureau of Explosives, except properly repacked samples for laboratory examinations.

(w) Fulminate of mercury or of any other metal.

(x) Gas grenades.

(y) Guanyl nitrosamino guanylidene hydrazine.

(z) Hand grenades.

(aa) High explosives, including nitroglycerin explosives, dynamite, chlorate powders, nitrate of ammonia powders, picric acid, picrates, dry nitrocellulose (gun-cotton and negative cotton), dry nitrostarch, trinitrotoluene.

(bb) Incendiary grenades.

(cc) Lead azide.

(dd) Lead styphnate (lead trinitroresorcinate).

(ee) Nitroglycerin, liquid.

(ff) Nitro mannite.

(gg) Nitrosoguanidine.

(hh) Pentaerythrite tetranitrate.

(ii) Police grenades, class A.

(jj) Rifle grenades.

(kk) Smoke grenades.

(ll) Tetrazene (guanyl nitrosamino guanyl tetrazene).

(mm) Toy caps, containing more than an average of twenty-five hundredths of a grain of explosive composition per cap.

(nn) Toy torpedoes containing a cap composed of a mixture of red phosphorus and potassium chloride exceeding an average of one-half (0.5) grain per cap.

(oo) Toy torpedoes, the maximum outside dimension of which exceeds  $\frac{1}{8}$  inch, or toy torpedoes containing a mixture of potassium chloride, black antimony and sulfur with an average weight of explosive composition in each torpedo exceeding four grains.

#### 354 ACCEPTABLE EXPLOSIVES

(a) The following explosives may be accepted for transportation by rail express when in compliance with these regulations:

(b) Cannon primers.

(c) Cordeau detonant.

(d) Delay electric igniters.

(e) Electric squibs.

(f) Fireworks, except when not acceptable.

- (g) Fuse igniters.
- (h) Fuse lighters.
- (i) Instantaneous fuse.
- (j) Percussion fuzes.
- (k) Safety squibs.
- (l) Samples of explosives. (See sec. 655 (a).)

(m) Small-arms ammunition.

(n) Small-arms primers or percussion caps.

(o) Smokeless powder for cannon not exceeding 10 pounds in one outside package.

(p) Smokeless powder for small arms not exceeding 10 pounds in one outside package.

(q) Time or combination fuzes.

(r) Tracer fuzes.

(s) Toy caps.

655 (a) Samples of explosives (except liquid nitroglycerin) for examination in a laboratory only and not intended for use or demonstration when properly packed and not exceeding a net weight of one-half pound for each sample, and not exceeding 20 one-half pound samples transported at one time in a single car or vehicle may be accepted for transportation and transported by rail express. (See sec. 655 (b) to (g) for packing.)

(b) Packing. Samples of explosives for laboratory examination must be placed in well-secured metal cans or glass bottles, or in strong waterproof paper or cardboard packages; each sample must not consist of more than one-half pound of explosive, and the interior package must be placed in sawdust or similar cushioning material, at least 2 inches thick, in a wooden box, spec. 14 or 15A.

(c) Whenever these samples of explosives for laboratory examination are contained in a metal envelope or receptacle, this receptacle must be properly cushioned with sawdust or similar cushioning material in a strong wooden box, and this interior box must be placed in a wooden box, spec. 14 or 15A, with at least 2 inches of cushioning material separating the boxes.

(d) Not more than 100 blasting caps may be shipped in one outside package for laboratory examination, and they must be packed and cushioned as provided in sec. 655 (c) herein.

(e) Weight. Not more than 20 one-half pound samples of explosives for laboratory examination may be placed in one outside box or transported at one time.

(f) The net weight of the explosive contents must be plainly marked by the shipper on the outside of each box offered for transportation.

(g) Label. Each outside package containing samples of explosives for laboratory examination must have securely and conspicuously attached to it a square,

red certificate label, measuring 4 inches on each side, bearing in black letters the following:

#### RED LABEL FOR SAMPLES OF EXPLOSIVES

[Reduced size]

**4 Inches**

### EXPLOSIVE

Sample for Laboratory Examination

HANDLE CAREFULLY  
KEEP FIRE AWAY

This is to certify that the above articles are properly described by name and are packed and marked and are in proper condition for transportation, according to the regulations prescribed by the Interstate Commerce Commission.

(Shipper's Name)

656 (a) Cannon primers, cordeau detonant, delay electric igniters, electric squibs, fireworks, fuse igniters, fuse lighters, instantaneous fuse, percussion fuzes, safety squibs, small arms ammunition, small arms primers or percussion caps, time or combination fuzes, and tracer fuzes must be packed and marked in accordance with these regulations.

(b) With the exceptions of fireworks and small arms ammunition with tear gas material, these articles do not require labels.

657 Fireworks. Each outside package must have securely and conspicuously attached to it red certificate label as follows:

#### RED LABEL FOR FIREWORKS

[Reduced size]

**4 Inches**

### FIREWORKS

HANDLE CAREFULLY  
KEEP FIRE AWAY  
DO NOT DROP NOR THROW

This package must not be loaded or stored near steam pipes or other source of heat

This is to certify that the above articles are properly described by name and are packed and marked and are in proper condition for transportation, according to the regulations prescribed by the Interstate Commerce Commission.

(Shipper's Name)

658. Packages containing small arms cartridges with tear gas material must

be labeled with the tear gas label as follows:

**WHITE LABEL (RED PRINTING) FOR TEAR GAS OR TEAR GAS MATERIALS**

[Reduced size]



659 (a) *Smokeless powder for small arms or smokeless powder for cannon when shipped must be packed as follows:*

(b) In tightly closed metal cans not exceeding one pound each, packed in outside wooden boxes, spec. 15C. Not more than 10 one-pound cans may be shipped in one outside box. Each outside package must be plainly marked "SMOKELESS POWDER FOR SMALL ARMS" or "SMOKELESS POWDER FOR CANNON" as the case may be.

**660 SAFETY FUSE**

*Safety fuse, consisting of a core of black powder overspun with yarns, tapes, and/or waterproofing compounds must be packed in outside fiberboard boxes, wooden boxes, wooden barrels, metal containers or bales, and must be described for shipping purposes as safety fuse. No other restrictions apply.*

**661 NONEXPLOSIVE MATERIAL**

(a) No restrictions are prescribed herein for the packing, handling, and transportation of the following:

(b) *Material relating to ammunition for cannon, but containing no explosive or other dangerous article, such as cartridge cases, "dummy" or "drill" cartridges, etc., sand-loaded projectiles, sand-loaded bombs, empty projectiles, empty mines, empty bombs, solid projectiles or empty torpedoes. Rotating bands should be protected against deformation by method of packing or loading.*

**DANGEROUS ARTICLES OTHER THAN EXPLOSIVES**

671 (a) For the purpose of these regulations dangerous articles other than explosives are classed as follows:

- (b) Dangerous articles not accepted.
- (c) Acceptable dangerous articles.

**672 ARTICLES NOT ACCEPTED**

(a) The following articles, except as indicated herein, will not be accepted for transportation:

(b) *Acid carboys, empty, unless thoroughly (completely) drained.*

(c) *Carbon bisulfide.*

(d) *Charcoal screenings.*

(e) *Chemical ammunition containing poison gases or liquids, class A.*

(f) *Coal, ground bituminous, sea coal, coal facings.* (See sec. 165.)

(g) *Cylinders containing gases capable of combining chemically.*

(h) *Fibers or fabrics impregnated or saturated with animal or vegetable oils which are liable to spontaneous heating or combustion in transit.*

(i) *Fish scrap or fish meal containing less than 6 or more than 12 percent moisture. (Does not include wet acidulated fish scrap with moisture 40 to 55 percent.)*

(j) *Iron sponge that has not been properly oxidized.*

(k) *Matches of any kind which ignite spontaneously when subjected for 8 consecutive hours to a temperature of 200° F. in a properly conducted laboratory test.*

(l) *Matches, strike-anywhere when packed with any other article.*

(m) *Motion-picture film scrap (pieces of exposed or unexposed inflammable motion-picture film), except samples for laboratory examination.*

(n) *Outside packages containing in the same compartment interior packages the mixture of the contents of which would be liable to cause a dangerous evolution of heat, gas, or corrosive materials.*

*NOTE: Oxidizing or other materials in quantity not exceeding 4 ounces, in securely closed metal cans, packed in the same compartment with other securely packed materials necessary for a complete fumigant, are acceptable for transportation.*

(o) *Nickel carbonyl or mixture thereof.*

(p) *Packages containing a dangerous article in a leaking condition or in such an insecure condition as to make leakage probable during transit.*

(q) *Phosphorus, white or yellow, except as provided in sec. 190 (c) herein.*

(r) *Poisonous liquids or gases, class A, except as provided in secs. 329 (c) and 331. This class includes the following:*

Acrolein.

Chloropicrin.

Cyanogen.

Diphosgene.

Ethyldichlorarsine.

Hydrocyanic acid.

Lewisite.

Methyldichlorarsine.

Monochloroacetone.

Mustard gas.

Nitrogen peroxide (tetroxide).

Phenylcarbylamine chloride.

Phosgene (diphosgene).

(s) *Pyroxylin plastic scrap, photographic film scrap, x-ray film scrap, motion-picture film scrap, or pieces of exposed or unexposed film (nitrocellulose base), except samples for laboratory examination.*

(t) *Rags or cotton waste, oily with more than 5 percent of vegetable or animal oil; wet rags; wet hair; wet waste wool; wet textile waste; wet waste paper; burnt cotton; burnt fiber; or wet paper stock.*

(u) *Spent oxide.*

(v) *Spent iron mass or spent iron sponge.*

(w) *Tankage, garbage, tankage fertilizers, containing less than 8 percent moisture or having a temperature exceeding 100° F. when loaded.*

(x) *Tankages, rough ammoniate (tankages made from ammoniates such as leather scrap, horns, hoofs, hair waste, felt waste), containing less than 7 percent moisture or having a temperature exceeding 100° F. when loaded.*

(y) *Zinc ethyl.*

**673 ACCEPTABLE ARTICLES**

(a) (1) Dangerous articles other than explosives, except such as are not accepted for transportation, and except where special packing is prescribed herein for shipments offered for transportation by rail express must be packed, marked, and labeled in compliance with these regulations.

(a) (2) The maximum quantity shipped in one outside package must not exceed the limits prescribed in the commodity list.

(b) Acceptable articles are divided into the following five classes, as defined in the Commission's freight regulations, Part 3:

Inflammable liquids.

Inflammable solids and oxidizing materials.

Corrosive liquids.

Compressed gases.

Poisons.

674 These regulations apply to all shipments of explosives and other dangerous articles as defined herein, including carriers' material and supplies.

675 The originating express carrier must, when a shipment is offered to it that is known to contain dangerous articles as defined by these regulations, see that the packages are marked and labeled, and that the certificate is furnished as prescribed herein.

**676 LABELS**

(a) Labels prescribed by the Commission's regulations, Part 3, must be applied to rail express shipments, unless exempt from these regulations, and in addition the shipper must certify to compliance with the regulations by writing, stamping, or printing his name underneath the certificate printed thereon.

(b) Carriers must keep on hand an adequate supply of labels. Lost or detached labels must be replaced from information given on revenue or other waybill.

#### 677 RECEIPTS

(a) A receipt upon the form prescribed by the originating express carrier must be issued to the shipper for each shipment of explosives or other dangerous articles accepted for transportation. Before a receipt is issued, the shipper must apply the label prescribed herein to each package containing any article covered by these regulations.

(b) Each receipt must show the proper and definite name of commodity, as listed in these regulations, and the color of the label affixed to the package if any is required.

#### 678 HANDLING

(a) In handling packages containing explosives or other dangerous articles, care must be taken to prevent them from falling or from being broken. They must not be thrown, dropped, or rolled.

(b) Packages protected by labels must be so loaded that they cannot fall to the car floor and in such manner that other freight cannot fall onto or slide against them.

(c) Unless sealed cars are equipped with a suitable guard or screen to prevent the lading coming in contact with hot steam pipes, or heat exits used in electrically-heated equipment, packages containing explosives or other dangerous articles must not be transported in them.

(d) Shipments of explosives or other dangerous articles, except poisons and noninflammable compressed gases, when transported in passenger-carrying trains, should be loaded in the car occupied by an express employee and in a place that will permit their ready removal in case of fire. They must not be loaded in cars nor stored in stations near steam pipes or other sources of heat. No placards are required on such cars when occupied by an express employee. Shipments bearing poison label, when practicable, should be loaded in sealed cars; when loaded in cars occupied by messenger, care should be taken to prevent any contents sifting or leaking from containers.

(e) When an express or baggage car containing any package requiring a label prescribed by these regulations is not occupied by an express employee and is handled in a passenger, mixed, or freight train, the proper placards must be attached thereto as required by these regulations for the transportation of such articles by rail freight.

(f) Packages containing dangerous articles, as defined by these regulations, that are loaded in sealed cars for express movement from the point of origin, must be loaded in a place that will permit of their ready removal in case of fire, wreck, or unloading, and near the car door, if possible.

(g) Not to exceed 10 gas identification sets may be transported in any car at any time.

(h) It is important to prevent contact of contents of packages bearing either yellow or white corrosive liquid labels with combustible substances, such as sawdust, shavings, or sweepings, that may be present in express cars.

#### 679 REMOVAL AT DESTINATION

Shipments of explosives and other dangerous articles as defined by these regulations which are refused by the consignees, or which cannot be delivered within 48 hours after arrival at destination, must be promptly disposed of (1) by return to the shipper, if in proper shipping condition, or (2) by storage, provided a suitable storage place for such articles is available off the carrier's property, or (3) by sale, or (4) when necessary to safety, by destruction: *Provided*, That charged electric batteries may be held for 30 days after arrival at destination pending delivery or disposition.

#### 680 WAYBILLS

The revenue, or other waybill, when prepared for such shipments, and the waybill, transfer sheet or interchange record used for transferring such shipments to a connecting carrier, must properly describe the articles by name as shown in these regulations, and show color of label applied.

#### 681 CONNECTING LINE SHIPMENTS

Shipments of dangerous articles offered by connecting express or other transportation lines must comply with these regulations.

#### 682 ASTRAY SHIPMENTS

An astray shipment of dangerous articles, or a shipment made in violation of these regulations without the knowledge of the carrier, must be forwarded promptly to destination, if known, provided a careful inspection shows the package to be in proper condition for safe transportation. If the package is not labeled and the exact nature of the contents is unknown, the red label must be applied.

#### 683 REPORTING VIOLATIONS AND ACCIDENTS OR FIRES

Serious violations of these regulations, facts relating to leaking or broken containers, and accidents or fires in connection with the transportation or storage on express or railway property of explosives or other dangerous articles, must be reported promptly by the express carrier to the Bureau of Explosives, 30 Vesey Street, New York, N. Y.

#### PART 6—REGULATIONS APPLYING TO RAIL CARRIERS IN BAGGAGE SERVICE

700 To provide for the safe transportation of dangerous articles in baggage service on passenger-carrying trains of

carriers engaged in interstate or foreign commerce, the following regulations are prescribed to define these articles for transportation purposes, and to state the precautions that must be observed by the carrier in handling them while in transit.

701 These regulations apply to all shipments in baggage service of dangerous articles as prescribed herein. Shipments of explosives, other than those authorized for transportation by rail express, or dangerous articles, except as provided herein, must not be accepted for transportation in baggage service. The Commission will make provision as occasion and safety may require for dangerous articles other than those described herein. Carriers engaged in interstate or foreign commerce, must make these regulations effective, and must provide for the thorough instruction of their employees.

**NOTE:** Explosives or other dangerous articles, consisting of carrier's materials and supplies such as are acceptable for rail express transportation, may be transported in baggage cars when packed, marked, and labeled as prescribed by regulations for rail express shipments.

702 No dangerous article described by these regulations shall be accepted for transportation or transported in baggage service except the following which must be packed, marked, and labeled as required herein:

#### 703 ACCEPTABLE ARTICLES

(a) The following articles may be transported in baggage service under these regulations:

(b) (1) *Compressed gases*:

Hydrogen	Red gas label	In cylinders not exceeding 12 by 51 inches, and with pressure not exceeding 300 pounds at 70° F.
Oxygen	Green gas label	
Anhydrous ammonia	Green gas label	
Chlorine	Green gas label	
Ethylene	Red gas label	
Liquefied carbon dioxide	Green gas label	In cylinders not exceeding 4½ by 22 inches.
Liquefied petroleum	Red gas label	
Methyl chloride	Red gas label	
Nitrous oxide	Green gas label	
Oxygen	Green gas label	
Sulfur dioxide	Green gas label	

(b) (2) *Motion-picture films*, yellow label. In containers as prescribed by sec. 703 (e) to (h).

(c) Compressed gases must be shipped in metal cylinders complying with specifications and regulations as prescribed for freight shipments.

(d) *Mine-rescue equipment*. Cylinders of compressed gas for mine rescue or medical work may be shipped when packed with other equipment pertaining to such work; cylinders not over 4½ by 22 inches may be shipped when packed in traveling bags, suitcases, trunks, or other suitable outside containers. When so packed, the prescribed label must be placed on each outside container.

(e) *Inflammable motion-picture films* must be packed in spark-proof metal

cases or trunks complying with spec. 32A, 32B, or 32C. Not more than 12,000 feet of standard width (1½ inches wide), 12 reels of approximately 1,000 feet each, or equivalent thereof, or more than 3 reels of stereoscopic film (2½ inches wide and approximately 1,500 feet each), may be packed in one such outside container; or as follows:

(f) In outside wooden boxes, spec. 15A, 15B, 15C, or 16A, provided each reel is placed in a tightly closed inside metal container. The gross weight of such a package must not exceed 80 pounds. Boxes must be equipped with handles, and covers securely fastened by metal hasp and staple with a strong lock or other efficient device.

(g) When slow-burning (noninflammable) motion-picture films are packed in the same outside containers with inflammable motion-picture films, the outside packages must bear the yellow label, and the total contents of the outside container must not exceed the quantity or gross weight permitted for inflammable films. (See sec. 703 (e).)

(h) Packages of motion-picture films with advertising matter attached to the outside container must not be offered or accepted for transportation. Shippers desiring to include advertising matter with their shipments of motion-picture films must place the advertising matter inside the outside box containing the films.

#### 704 LABELS

(a) All packages containing samples of explosives for laboratory examination, fireworks and other dangerous articles for which labels are prescribed herein, must be conspicuously labeled by the shipper. Labels should be applied when practicable to that part of the package bearing the consignee's name and address, or baggage check. The shipper must certify to compliance with these regulations by writing, stamping, or printing his name underneath the certificate printed thereon. Shippers must furnish and attach labels prescribed for their shipments.

(b) Carriers must keep on hand an adequate supply of labels. Lost or detached labels must be replaced.

#### 705 PLACARDS

Placards ordinarily used to indicate the presence in cars of inflammable articles will not be required on baggage cars in charge of a railroad employee and moving in passenger trains, or on electric or gasoline motor cars in charge of an employee of the carrier, and which are run independently of cars carrying passengers. (See sec. 542 (d) for placarding of cars not occupied by carrier's employee.)

#### 706 HANDLING

(a) In handling packages containing dangerous articles, care must be taken to prevent them from falling or from being

broken. They must not be thrown, dropped, or rolled.

(b) Packages containing dangerous articles when transported in baggage service in passenger-carrying trains must be loaded in the car occupied by a railway employe, and in a place that will permit their ready removal in case of fire. They must not be loaded in cars nor stored in stations near steam pipes or other sources of heat.

(c) The originating carrier, when a shipment is offered to it that is known to contain dangerous articles as defined by these regulations, must see that the packages are marked and labeled as prescribed herein.

(d) Shipments of dangerous articles offered by connecting transportation lines must comply with these regulations.

(e) An astray shipment of dangerous articles or a shipment made in violation of these regulations without the knowledge of the carrier, must be forwarded promptly to destination, if known, provided a careful inspection shows the package to be in proper condition for safe transportation.

(f) Unauthorized persons must not be allowed to have access to dangerous articles in transit at any time while such articles are in the custody of the carrier.

#### PART 7—REGULATIONS APPLYING TO SHIPMENTS MADE BY WAY OF COMMON CARRIERS BY PUBLIC HIGHWAY

**NOTE:** Effective June 15, 1940, the Commission established regulations governing carriers in the transportation of explosives and other dangerous articles by motor vehicle, superseding regulations prescribed by order in this docket dated November 6, 1934, and amendments thereto, being Part VI of regulations applying to common carrier motor vehicles, effective March 1, 1935. For other regulations governing the transportation of explosives and other dangerous articles by motor vehicle on highways, see Motor Carrier Safety Regulations, Revised, Part 7, effective June 15, 1940, and amendments thereto.

800. Accidents, fires, or explosions, occurring in connection with the transportation, or storage on carrier's property, of explosives or other dangerous articles, resulting in leaking, broken, or seriously damaged containers, must be reported promptly by the highway carrier to the Bureau of Explosives, 30 Vesey Street, New York, N. Y. These reports are required to the end that further use of containers shown by experience to be inefficient may be prohibited by the Commission.

#### PART 8—REGULATIONS APPLYING TO COMMON CARRIERS BY WATER

Regulations for the acceptance and transportation by common carriers by water of explosives or other dangerous articles in interstate or foreign commerce are established by the Secretary of Commerce.

[F. R. Doc. 40-5395: Filed, December 6, 1940:  
10:03 a. m.]

#### Notices

#### WAR DEPARTMENT.

[Contract No. W-398-qm-8286 (O. I. # 204)]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: FARGO MOTOR CORPORATION

Contract for: Trucks, \* \* \*

Amount: \$11,650,985.00.

Place: Holabird Quartermaster Depot, Baltimore, Maryland.

This contract, entered into this 9th day of August, 1940.

*Scope of this contract.* The contractor shall furnish and deliver \* \* \* Trucks, total cost \$11,650,985.00 in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

*Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

*Delays—Liquidated Damages.* If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

Liquidated Damages shall be assessed against the contractor in the amount of \* \* \* per vehicle for each calendar day of delay in making delivery.

Bond not required.

*Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

*Variations.* Quantities listed hereon are subject to increase.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following pro-

## FEDERAL REGISTER, Saturday, December 14, 1940

curement authorities, the available balances of which are sufficient to cover cost of same.

Regular Army, QM-1801-P-37-	
3053-A-0525.003-01-----	\$5,408,495.00
National Guard, NG-15459-P-	
63-3030-A-1405-01-----	5,956,415.00
Ordnance, ORD-6746-P-2-	
3053-A-1005-01-----	50,400.00
Signal Corps, SC-1524-P-5-	
3053-A-0605-01-----	232,675.00
Engineer Corps:	
ENG-26-P-4-1381-A-0905-	
01-----	750.00
ENG-63-P-17-3053-A-1215-	
N-----	2,250.00

NEAL H. MCKAY.

*Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.*

[F. R. Doc. 40-5592; Filed, December 13, 1940;  
10:08 a. m.]

[Contract No. W 699 qm-8780 (O. I. No. 1267)]

**SUMMARY OF CONTRACT FOR SUPPLIES**

**CONTRACTOR:** BOTANY WORSTED MILLS

Contract for: Cloth, Serge and Shirtting, Flannel. Amount: \$1,772,800.00.

Place: Philadelphia Quartermaster Depot, Philadelphia, Pa.

This contract, entered into this 10th day of September 1940.

**Scope of this contract.** The contractor shall furnish and deliver at the Philadelphia Quartermaster Depot, 21st and Johnston Streets, Philadelphia, Pa. \* \* \* yards Cloth, Serge, Olive Drab, \* \* \* yards Shirting, Flannel, Olive Drab, for the consideration stated totaling One million, seven hundred seventy-two thousand, eight hundred dollars (\$1,772,800.00), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**Payments.** The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**Delays—Liquidated damages.** If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof, the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

**Liquidated damages.** Under the terms and conditions stipulated in Article 17 of this contract, the contractor shall pay to the Government, as liquidated damages, for each unit undelivered, a sum equal to \* \* \* percentum of the price of each unit for each day's delay after the date or dates specified.

**Bond: Furnished.** Amount: \$354,560.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority QM 350 P2-0240 A 0515-01, the available balance of which is sufficient to cover cost of same.

This contract authorized under Procurement Directive No. P-C-37.

NEAL H. MCKAY,  
*Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.*

[F. R. Doc. 40-5588; Filed, December 13, 1940;  
10:05 a. m.]

[Contract No. W 535 ac-16233 (3870)]

**SUMMARY OF CONTRACT FOR SUPPLIES**

**CONTRACTOR:** WRIGHT AERONAUTICAL CORPORATION

Contract for: \* \* \* Aeronautical Engines, Spare Parts Therefor and Data for the U. S. Army Air Corps.

Amount: \$72,873,909.27.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover costs of same:

AC 34 P 12-3037 A 0705-01--	\$48,252,603.72
AC 26 P 81-3037 A 0705-01--	17,996,404.71
AC 28 P 82-3037 A 0705-01--	6,624,900.84

This contract, entered into this 4th day of October 1940.

**ARTICLE 1. Scope of this contract.** The contractor shall furnish and deliver to the Government all of the articles and data as set forth more particularly in Article 16 hereof, for the consideration stated, Seventy Two Million Eight Hundred Seventy Three Thousand Nine Hundred Nine Dollars and Twenty-Seven Cents (\$72,873,909.27), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**ART. 2. Changes.** Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

**ART. 5. Delays—Damages.** If the contractor refuses or fails to make deliveries of the materials or supplies within the

time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

**ART. 8. Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**ART. 16. Articles, supplies and data called for.** The Contractor shall furnish and deliver to the Government all of the following articles in the quantities and at the prices indicated therefor:

Item 1. * * * Aeronautical engines, total-----	\$28,518,463.89
Item 2. Certain spare parts for all of the engines, at a total price not exceeding-----	2,851,846.39
Item 3. Engineering data covering the aeronautical engines, at-----	(No cost)
Item 4. * * * Aeronautical engines, total-----	37,730,544.54
Item 5. Certain spare parts for all of the engines, at a total price not exceeding-----	3,773,054.45
Item 6. Engineering data covering the aeronautical engines, at-----	(No cost)

Partial payments will be made as the work progresses at the end of each calendar month or as soon thereafter as practicable on authenticated statements of expenditures of the Contractor approved by the Contracting Officer.

**ART. 19. Advance payments.** Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the National Defense.

**ART. 23. Special conditions.** The Contractor represents that the fixed prices established in this contract include no element on account of or representing cost of expansion of plant facilities (including land, buildings, machinery, tools and equipment) of vendors or subcontractors. In the event that it shall prove necessary, in order to enable the Contractor to perform this contract, that funds be made available to such vendors or subcontractors for such expansion of facilities and the Government shall not enter directly into arrangements with such vendors or subcontractors providing for such expansion, the prices herein established shall be negotiated to provide for the inclusion therein as an element of cost funds which are necessarily paid by the Contractor to such vendors or subcontractors for such expansion of facilities.

**ART. 24. Termination when contractor not in default.** If, in the opinion of the Contracting Officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the Contracting Officer to the contractor.

**ART. 29. Price adjustment.** The Contract prices stated in this contract for engines and spare parts are subject to adjustments for changes in labor and material costs.

It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of the engines and spare parts.

**ART. 32. Title to property where partial payments are made.** The title to all property upon which any partial payment is made prior to the completion of this contract, shall vest in the Government.

**ART. 34. Fire insurance.** The contractor agrees to insure against fire all property in its possession upon which a partial payment is about to be made, such insurance to be in a sum at least equal to the amount of such payment plus all other partial payments.

This contract is authorized under the provisions of paragraph 4 g (1) A. R. 5-240.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5593; Filed, December 13, 1940;  
10:08 a. m.]

[Contract No. W 535 ac-16234 (3871)]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: WRIGHT AERONAUTICAL CORPORATION

Contract for: \* \* \* Aeronautical Engines, Spare Parts and Data (For the U. S. Army Air Corps and the U. S. Navy.) Amount, \$3,469,318.54.

Place: Matériel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover costs of same:

AC 34 P 12-3037 A 0705-01----	\$3,131,122.54
AC 26 P 81-3037 A 0705-01----	243,501.12
AC 28 P 82-3037 A 0705-01----	94,694.88

This contract, entered into this 4th day of October 1940.

**ARTICLE 1. Scope of this contract.** The contractor shall furnish and deliver to the Government all of the articles and data as set forth more particularly in Article 16 hereof, for the consideration stated Three Million Four Hundred Sixty Nine Thousand Three Hundred Eighteen Dollars and Fifty Four Cents (\$3,469,-

318.54), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**ART. 2. Changes.** Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

**ART. 5. Delays—Damages.** If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

**ART. 8. Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**ART. 16. Articles, supplies and data called for.** The Contractor shall furnish and deliver to the Government all of the following articles in the quantities and at the prices indicated therefor:

Item 1. * * * Aeronautical Engines, total-----	\$3,039,254.72
Item 2. Certain spare parts for all of the engines, called for above and designated for the U. S. Navy, at a total price not exceeding-----	334,768.94
Item 3. Certain spare parts for all of the engines called for above and designated for the U. S. Army Air Corps, at a total price not exceeding-----	94,694.88
Item 4. * * * data and drawings covering the aeronautical engines, at a cost of not to exceed-----	600.00
Item 5. Engineering data covering the aeronautical engines, at-----	(No cost)

Partial payments will be made as the work progresses at the end of each calendar month or as soon thereafter as practicable on authenticated statements of expenditures of the Contractor approved by the Contracting Officer.

**ART. 19. Advance payments.** Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the National Defense.

**ART. 23.** The contractor represents that the fixed prices established in this contract include no element on account

of or representing cost of expansion of plant facilities (including land, buildings, machinery, tools and equipment) of vendors or subcontractors. In the event that it shall prove necessary, in order to enable the Contractor to perform this contract, that funds be made available to such vendors or subcontractors for such expansion of facilities and the Government shall not enter directly into arrangements with such vendors or subcontractors providing for such expansion, the prices herein established shall be negotiated to provide for the inclusion therein as an element of cost funds which are necessarily paid by the Contractor to such vendors or subcontractors for such expansion of facilities.

**ART. 24. Termination when contractor not in default.** If, in the opinion of the Contracting Officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the Contracting Officer to the contractor.

**ART. 29. Price adjustment.** The Contract prices stated in this contract for engines and spare parts are subject to adjustments for changes in labor and material costs.

It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of the engines and spare parts.

**ART. 32. Title to property where partial payments are made.** The title to all property upon which any partial payment is made prior to the completion of this contract, shall vest in the Government.

**ART. 34. Fire insurance.** The contractor agrees to insure against fire all property in its possession upon which a partial payment is about to be made, such insurance to be in a sum at least equal to the amount of such payment plus all other partial payments.

This contract is authorized under the provisions of paragraph 4 g (1), A. R. 5-240.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5590; Filed, December 13, 1940;  
10:06 a. m.]

[Contract No. W 535 ac-16443 (3953)]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: JACK-HEINTZ, LTD.

Contract for: \* \* \* Starter Assemblies & Data. Amount: \$2,535,367.50.

Place: Matériel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procure-

ment Authorities, the available balances of which are sufficient to cover cost of same:

AC 34 P 12-3037 A 0705-01---- \$2,304,450.00  
AC 28 P 82-3037 A 0705-01---- 230,917.50

This contract, entered into this 12th day of October 1940.

**ARTICLE 1. Scope of this contract.** The contractor shall furnish and deliver to the Government all of the articles and data as set forth more particularly in Article 16 hereof for the consideration stated Two Million Five Hundred Thirty Five Thousand Three Hundred Sixty-Seven Dollars Fifty Cents (\$2,535,367.50) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**ART. 2. Changes.** Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

**ART. 5. Delays—Damages.** If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

**ART. 8. Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**ART. 16. Articles and data called for and prices therefor.** The Contractor shall furnish and deliver to the Government the following articles in the quantities and at the unit prices stipulated below:

All of the prices stipulated below are subject to a cash reduction of ten percent (10%) of the amount stipulated as allowed by the Contractor in its bid.

Item 1. * * * Starter assemblies, total-----	\$768,000.00
Item 2. * * * Starter assemblies, total-----	2,049,075.00
Total—Items 1 and 2-----	2,817,075.00
Less 10% reduction as hereinbefore provided for-----	281,707.50
Total amount due Contractor-----	2,535,367.50

The contractor shall likewise furnish and deliver to the Government, but without additional cost therefor, engineering data covering the articles called for.

**ART. 20. Options.** (1) The Government is granted the right and option at any time within \* \* \* days after date of approval of this contract to increase the quantity or quantities of the supplies called for under paragraph (1) of Article 16 hereof.

**ART. 20. Advance payments.** Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interest of the National Defense.

**ART. 21. Termination when contractor not in default.** If, in the opinion of the Contracting Officer upon the approval of The Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the Contracting Officer to the contractor.

**ART. 26. Adjustment.** The contract prices stated in this contract for Starter Assemblies are subject to adjustments for changes in labor and material costs: *Provided, however,* That the price to be paid for Starter Assemblies under this contract shall not be increased or decreased by reason of the Price Adjustment Articles hereof by a percentage greater than 25% of the original price under the contract or option.

It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of the Starter Assemblies.

This contract authorized under the provisions of Section 1 (a), Act of July 2, 1940.

NEAL H. MCKAY,  
*Major, Quartermaster Corps,*  
*Assistant to the Director of*  
*Purchases and Contracts.*

[F. R. Doc. 40-5591; Filed, December 13, 1940;  
10:07 a. m.]

[Contract No. W 6975 qm-1, O. I. No. 1-41]

SUMMARY OF COST-PLUS-A-FIXED-FEE  
ARCHITECT-ENGINEER SERVICES  
ARCHITECT-ENGINEER: ROLLINS AND FORREST,  
PRAETORIAN BUILDING, DALLAS, TEXAS

Amount fixed fee: \$34,530.00.

Estimated cost of construction project:  
\$5,446,801.00.

Type of construction project: Construction of a replacement center, including necessary buildings, temporary structures, utilities and appurtenances.

Location: Camp Wolters, Texas.

Type of service: Architect-Engineer.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7642 P1-3211 A 0540.068-N, the avail-

able balance of which is sufficient to cover the cost of same.

This contract, entered into this 26th day of October, 1940.

**Description of the work.** The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of a replacement center, including necessary buildings, temporary structures, utilities and appurtenances, at Camp Wolters, Texas, and estimated to cost \$5,446,801.00.

**Data to be furnished by the government.** The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

**Fixed-fee and reimbursement of expenditures.** In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

A fixed fee in the amount of thirty-four thousand five hundred thirty dollars (\$34,530.00) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the following expenditures: The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b. (2) above.

Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

**Changes in scope of project.** The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public No. 309—76th Congress, approved August 7, 1939.

Public No. 703—76th Congress, approved July 2, 1940.

NEAL H. MCKAY,  
*Major, Quartermaster Corps,*  
*Assistant to the Director of*  
*Purchases and Contracts.*

[F. R. Doc. 40-5585; Filed, December 13, 1940;  
10:02 a. m.]

[Contract No. W-374-ORD-1100]

**SUMMARY OF CONTRACT FOR SUPPLIES**

**CONTRACTOR:** BUDD WHEEL COMPANY

Contract for: Forging & Machining  
Shell, Amount: \$1,582,680.00.

Place: Detroit Ordnance District, Detroit, Michigan.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authority, the available balance of which is sufficient to cover the cost of the same: ORD 6809 P 11-0270 A 1005-01.

This contract, entered into this 28th day of October 1940.

*Scope of this contract.* The contractor shall furnish and deliver \* \* \* Shell, with Fin Assembly for the consideration stated, being a total of one million five hundred eighty-two thousand six hundred eighty dollars (\$1,582,680.), less one percent (1%) discount ten (10) calendar days, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

*Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

*Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Payments will be made on partial deliveries accepted by the Government when requested by the contractor, whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

*Quantities.* The Government reserves the right to increase the quantity on this contract by as much as \* \* \*, and at the unit price specified in Article 1.

*Performance bond.* Contractors shall be required to furnish a performance bond in duplicate in the sum of ten per centum of the total amount of this contract with surety or other security acceptable to the Government to cover the successful completion of this contract.

*Liquidated damages.* If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof, the contractor shall pay to the Government, as fixed, agreed, and liquidated damages \* \* \* of the contract price of the undelivered portion for each day of delay in making delivery beyond the dates set forth in the contract for deliveries.

*Termination when contractor not in default.* This contract is subject to termination by the Government at any time as its interests may require.

*Place of manufacture.* The Contractor will perform the work under this contract in the factory or factories listed below: Budd Wheel Company, Detroit, Michigan.

This contract is authorized by the Act of July 2, 1940, (Public No. 703, 76th Congress).

NEAL H. MCKAY,  
*Major, Quartermaster Corps,*  
*Assistant to the Director of Purchases and Contracts.*

[F. R. Doc. 40-5582; Filed, December 13, 1940; 10:01 a. m.]

[Contract No. W-374-ORD-1104]

**SUMMARY OF CONTRACT FOR SUPPLIES**

**CONTRACTOR:** BUDD WHEEL COMPANY

Contract for: Forging & Machining  
Shell, Amount: \$1,419,000.00.

Place: Detroit Ordnance District, Detroit, Michigan.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authority, the available balance of which is sufficient to cover the cost of the same: ORD 6817 P 11-0270 A 1005-01.

This contract, entered into this 28th day of October 1940.

*Scope of this contract.* The contractor shall furnish and deliver \* \* \* Shell, for the consideration stated, being a total of one million, four hundred nineteen thousand dollars (\$1,419,000.00), less one percent (1%) discount ten (10) calendar days, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

*Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

*Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Payments will be made on partial deliveries accepted by the Government when requested by the contractor, whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

*Quantities.* The Government reserves the right to increase the quantity on this contract by as much as \* \* \*, and at the unit price specified in Article 1.

*Performance bond.* Contractors shall be required to furnish a performance

bond in duplicate in the sum of ten per centum of the total amount of this contract with surety or other security acceptable to the Government to cover the successful completion of this contract.

*Liquidated damages.* If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof, the contractor shall pay to the Government, as fixed, agreed, and liquidated damages \* \* \* of the contract price of the undelivered portion for each day of delay in making delivery beyond the dates set forth in the contract for deliveries.

*Termination when contractor not in default.* This contract is subject to termination by the Government at any time as its interests may require.

*Place of manufacture.* The Contractor will perform the work under this contract in the factory or factories listed below: Budd Wheel Company, Detroit, Michigan.

This contract is authorized by the Act of July 2, 1940 (Public No. 703, 76th Congress).

NEAL H. MCKAY,  
*Major, Quartermaster Corps,*  
*Assistant to the Director of Purchases and Contracts.*

[F. R. Doc. 40-5589; Filed, December 13, 1940; 10:06 a. m.]

[Contract No. W 6282 qm-1; O. I. No. 1-41]

**SUMMARY OF COST-PLUS-A-FIXED-FEE ARCHITECT-ENGINEER SERVICES**

**ARCHITECT ENGINEER:** J. E. SIRRINE & COMPANY, GREENVILLE, SOUTH CAROLINA

Amount fixed fee: \$32,560.00.

Estimated cost of construction project: \$5,099,865.00.

Type of construction project: Construction of a Replacement Center, including necessary buildings, temporary structures, facilities, utilities and appurtenances thereto.

Location: Fort Eustis, Virginia.

Type of service: Architectural-Engineering.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7949 P1-3211 A 0540.068-N the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 1st day of November 1940.

*Description of the work.* The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of a Replacement Center, including necessary buildings, temporary structures, facilities, utilities, and appurtenances thereto at Fort Eustis, Virginia, and estimated to cost \$5,099,865.00.

*Data to be furnished by the Government.* The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

*Fixed-fee and reimbursement of expenditures.* In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following: A fixed fee in the amount of thirty two thousand five hundred sixty dollars (\$32,560.00) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the following expenditures: The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b (2) above.

Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, received bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

*Changes in scope of project.* The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

*Termination for cause or for convenience of the Government.* The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public No. 703—76th Congress, approved July 2, 1940.

Public No. 309—76th Congress, approved August 7, 1939.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5594; Filed, December 13, 1940;  
10:09 a. m.]

[Contract No. W 6983 qm-2 (O. I. No. 2-41)]

#### SUMMARY OF COST-PLUS-A-FIXED-FEE ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER: H. R. F. HELLAND AND  
F. T. DROUGHT, AND ATLEE B. AND ROBERT M.  
AYRES, ALL OF SAN ANTONIO, TEXAS

Amount fixed-fee: \$27,880.

Estimated cost of construction project:  
\$3,533,288.

Type of construction project: Replacement center, including necessary buildings, temporary structures, utilities and appurtenances thereto.

Location: Galveston, Texas.

Type of service: Architectural-Engineering.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7964 P1-3211 A 0540.068-N, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 2nd day of November 1940.

*Description of the work.* The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of a replacement center, including the necessary buildings, in the vicinity of Galveston, Texas and estimated to cost \$3,533,288.

*Data to be furnished by the Government.* The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

*Fixed-fee and reimbursement of expenditures.* In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

A fixed fee in the amount of twenty seven thousand eight hundred eighty dollars (\$27,880.) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the following expenditures: The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1b (2) above.

Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, received bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

*Changes in scope of project.* The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public No. 309—76th Congress, approved August 7, 1939.

Public No. 703—76th Congress, approved July 2, 1940.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5584; Filed, December 13, 1940;  
10:02 a. m.]

[Contract No. W 6975 qm-2 (O. I. No. 2-41)]

#### SUMMARY OF COST-PLUS-A-FIXED-FEE CONSTRUCTION CONTRACT

CONTRACTOR: CAGE BROS. AND F. M. REEVES & SONS, INC., 318 LITTLEFIELD BUILDING, AUSTIN, TEXAS

Fixed-fee: \$180,720.

Contract for: Construction of a replacement center including necessary buildings, temporary structures, utilities and appurtenances thereto.

Place: Camp Wolters, Texas.

Estimated cost of project: \$5,330,945.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

QM 7643 P1-3211 A 0540.068-N.

This contract, entered into this 4th day of November 1940.

*Statement of work.* The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: Construction of a replacement center, including necessary buildings, temporary structures, utilities and appurtenances thereto at Camp Wolters, Texas.

It is estimated that the total cost of the construction work covered by this contract will be approximately five million three hundred thirty thousand nine hundred forty five dollars (\$5,330,945.), exclusive of the Contractor's fee.

In consideration for his undertaking under this contract the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in article II.

(b) Rental for Contractor's equipment as provided in article II.

(c) A fixed fee in the amount of one hundred eighty thousand seven hundred twenty dollars (\$180,720.) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

*Reimbursement for cost.* The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

*Rental for contractor's equipment.* Rental as provided in article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

*Payment of the fixed-fee.* The fixed-fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee shall be paid to the Contractor. If the contract is terminated for the convenience of the Government, before completion, the Contractor will be paid that proportion of the prescribed fee which the work actually completed bears to the entire project, less fee payments previously made. If the contract is terminated due to the fault of the Contractor, no additional payments on account of the fee will be made.

*Termination of contract by Government.* Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following law:

Public No. 703—76th Congress, approved July 2, 1940.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5586; Filed December 13, 1940;  
10:02 a. m.]

[Contract No. W 6983 qm-1 (O. I. No. 1-41)]

SUMMARY OF COST-PLUS-A-FIXED-FEE  
CONSTRUCTION CONTRACT

CONTRACTOR: WOHLFELD-DALTON-DELLONE,  
406 GREAT NATIONAL LIFE BUILDING, DAL-  
LAS, TEXAS

Fixed-fee: \$123,660.00.

Contract for: Construction of a Replacement Center and Cantonment including necessary buildings, temporary structures, utilities and appurtenances thereto.

Place: Vicinity of Galveston, Texas.

Estimated cost of project: \$2,555,030.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

QM 7965 P1-3211 A 0540.068-N

This Contract, entered into this 4th day of November, 1940.

*Statement of work.* The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: Construction of a Replacement Center and Cantonment, including necessary buildings in the vicinity of Galveston, Texas.

It is estimated that the total cost of the construction work covered by this contract will be approximately two million, five hundred fifty five thousand, thirty and no/100 dollars (\$2,555,030.00), exclusive of the Contractor's fee.

In consideration for his undertaking under this contract the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in article II.

(b) Rental for Contractor's equipment as provided in article II.

(c) A fixed fee in the amount of one hundred twenty three thousand, six hundred and sixty dollars (\$123,660.00) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

*Reimbursement for cost.* The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

*Rental for contractor's equipment.* Rental as provided in article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

*Payment of the fixed-fee.* The fixed-fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee shall be paid to the Contractor.

*Termination of contract by Government.* Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following law:

Public Number 703—76th Congress, approved July 2, 1940.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5583; Filed, December 13, 1940;  
10:01 a. m.]

[Contract No. W 6282 qm-2; O. I. No. 2-41]

SUMMARY OF COST-PLUS-A-FIXED-FEE  
CONSTRUCTION CONTRACT

CONTRACTOR: JOHN P. PETTYJOHN & CO., LYNCHBURG, VIRGINIA, AND DEWEY G. WEDDLE & COMPANY, NORFOLK, VIRGINIA AND HOFHEIMER CONSTRUCTION COMPANY, NORFOLK, VIRGINIA

Fixed fee: \$171,030.00.

Contract for: Construction of a Replacement Center, including necessary buildings, temporary structures, facilities, utilities and appurtenances thereto.

Place: Fort Eustis, Virginia.

Estimated cost of project: \$4,928,835.00.

The supplies and services to be obtained by this instrument are authorized

by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

QM 7950 P1-3211 A 0540.068-N

This contract, entered into this 20th day of November, 1940.

*Statement of work.* The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: The construction of a Replacement Center, including the necessary buildings, temporary structures, facilities, utilities and appurtenances thereto at Fort Eustis, Virginia.

It is estimated that the total cost of the construction work covered by this contract will be approximately four million nine hundred twenty-eight thousand eight hundred thirty-five dollars (\$4,928,835.00), exclusive of the Contractor's fee.

In consideration for his undertaking under this contract, the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in article II.

(b) Rental for Contractor's equipment as provided in article II.

(c) A fixed fee in the amount of one hundred seventy-one thousand thirty dollars (\$171,030.00), which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

*Reimbursement for cost.* The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

*Rental for contractor's equipment.* Rental as provided in article II for such construction plant or parts thereof as the Contractor may own and furnish shall

be paid monthly upon presentation of proper vouchers.

*Payment of the fixed-fee.* The fixed-fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee shall be paid to the Contractor. If the contract is terminated for the convenience of the Government, before completion, the Contractor will be paid that proportion of the prescribed fee which the work actually completed bears to the entire project, less fee payments previously made. If the contract is terminated due to the fault of the Contractor, no additional payments on account of the fee will be made.

*Termination of contract by Government.* Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following law:

Public No. 703, 76th Congress, approved July 2, 1940.

NEAL H. MCKAY,

*Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.*

[F. R. Doc. 40-5587; Filed, December 13, 1940;  
10:05 a. m.]

#### DEPARTMENT OF THE INTERIOR.

##### Bituminous Coal Division.

[Docket No. 1500-FD]

#### APPLICATION OF THE MIDLAND COOPERATIVE WHOLESALE TO BE DESIGNATED AS A REGISTERED DISTRIBUTOR

##### NOTICE OF AND ORDER FOR HEARING

An application, pursuant to Section 304.11 of the Rules and Regulations for Registration of Distributors, and a petition for hearing thereon having been filed with the Bituminous Coal Division by the above-named party;

*It is ordered.* That a hearing on such matter be held on January 6, 1941, at 10 o'clock, in the forenoon of that day at a hearing room of the Bituminous Coal Division, 734 15th Street NW, Washington, D. C. On such day the Chief of the Records Section in Room

502 will advise as to the room where such hearing will be held.

*It is further ordered.* That W. A. Cuff or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to such applicant and to any other person who may have an interest in such proceeding. Any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Bituminous Coal Division on or before January 4, 1941.

The matter concerned herewith is in regard to the application of the Midland Cooperative Wholesale, a cooperative organization, to be designated as a Registered Distributor.

Dated: December 12, 1940.

[SEAL]

H. A. GRAY,  
*Director.*

[F. R. Doc. 40-5611; Filed, December 13, 1940;  
11:45 a.m.]

[Docket No. A-383]

#### PETITION OF DISTRICT BOARD 11 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CHINOOK MINE OF THE AYRSHIRE-PATOKA COLLIERIES CORPORATION, NOT HERETOFORE CLASSIFIED AND PRICED

#### MEMORANDUM OPINION AND ORDER GRANTING TEMPORARY RELIEF PRAYED FOR BY DISTRICT BOARD 11 AND DENYING TEMPORARY RELIEF PRAYED FOR BY INTERVENER AYRSHIRE-PATOKA COLLIERIES CORPORATION

The original petition in the above-entitled matter, filed with this Division on November 19, 1940, prays for the issuance of temporary and final orders establishing price classifications and minimum prices for the heretofore unclassified and unpriced coals of the Chinook Mine of the Ayrshire-Patoka Collieries Corporation, a code member in District 11. The original petitioner prays that there be established for Chinook coals the same minimum prices as are now effective for the coals of Price Group 8, as defined in the Schedule of Effective Minimum Prices for District No. 11 For All Shipments Except Truck (the "rail schedule"), in all Size Groups except 13-16 and 26-29, inclusive, and in the latter Size

Groups the same prices as are now effective for Price Group 1 of the District 11 rail schedule. On November 20, 1940, the Ayrshire-Patoka Collieries Corporation (the "intervener") filed a petition of intervention in the above-entitled matter, opposing the relief prayed for in the original petition with respect to all Size Groups, except 13 to 16 and 26 to 29, inclusive. The intervener prays that there be temporarily established for the coals of its Chinook Mine the same prices as are now effective for the coals of Price Group 1 in Size Groups 1 to 12, inclusive, as well as in Size Groups 13 to 16 and 26 to 29, inclusive; and further that in Size Groups 17-25, inclusive, there be established for Chinook coals prices 15 cents lower than those which are now effective for the coals of Price Group 8.

Pursuant to the request of the intervener an informal conference concerning the prayers for temporary relief in this matter was held on November 27, 1940, pursuant to § 301.106 (d) of the Rules and Regulations Governing Practice and Procedure before the Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, upon telegraphic notice to the original petitioner, the intervener, District Board 10 and the Statistical Bureau for Districts 10 and 11, and notice by memorandum to the Consumers' Counsel. The intervener was instructed to notify interested persons of the conference, and the Statistical Bureaus to post their notices thereof.

Appearances at the conference were noted by the original petitioner; the intervener; and the Snow Hill Coal Corporation.

The formal documents and the representations made at the conference in this matter indicate that:

The Chinook Mine is a new mine to be operated by the Ayrshire-Patoka Collieries Corporation in Clay County, Indiana (District 11) in the Brazil Clinton Subdistrict. Chinook will produce coal from the Third Vein in District 11. It is or will be equipped with a modern Pittsburgh-McNally washing plant, and will be able to wash all sizes of coal. Its facilities will permit the loading of all sizes either raw or washed.

There are several mines producing Third Vein coal which are classified and priced in the effective minimum price schedules for District 11. One of these, the Talleydale Mine of the Snow Hill Coal Corporation, Mine Index 90, the only mine in Price Group 8, is a large operation in Vigo County, which is equipped with modern washing facilities and markets washed coal exclusively. The coal of this mine—so-called Standard Third Vein—is priced the same as the Standard Fifth Vein coals of District 11, which are embraced in Price Groups 8-12, inclusive, of the District 11 rail schedule. The other Third Vein mines are small operations, which do not have washing facilities and market raw coal exclu-

sively. The coals of these mines—so-called Substandard Third Vein—are included in Price Groups 1 and 2 of the District 11 rail schedule, and are priced 10 cents lower than the Standard Fifth Vein and Talleydale or Standard Third Vein coals in Size Groups 1 to 8, inclusive; 5 cents lower in Size Groups 9 to 12, inclusive; and 15 cents lower in Size Groups 13 to 16 and 26 to 29, both inclusive—all of which include unwashed coal. These mines are not classified or priced on washed coal, since they do not produce any.

Accordingly, aside from the washed coal size groups, the intervener and the original petitioner are at odds as to Size Groups 1 to 12, inclusive, the former contending for prices 10 cents lower than those proposed by the latter in Size Groups 1 to 8, inclusive, and 5 cents lower in Size Groups 9 to 12, inclusive.

In the case of washed coal size groups—Size Groups 17 to 25, inclusive—the intervener seeks prices 15 cents lower than those sought by the original petitioner. The intervener asserts that the prices for Chinook washed coal should be determined by adding 25 cents to the prices of the corresponding raw size groups, i. e., the same differential established for Talleydale and Standard Fifth Vein coals between correspondingly sized raw and washed industrial coals. The original petitioner would price Chinook washed coals the same as Talleydale and Standard Fifth Vein coals, although proposing that Chinook be priced 15 cents lower than the latter on the corresponding raw sizes.

On October 16, 1940, intervener applied to District Board 11, the original petitioner, for approval of the same prices for Chinook which it now seeks. The District Board thereupon conducted by mail a referendum vote of all its code members concerning the prices proposed by intervener. The vote rejected the intervener's proposal. Intervener next applied to the Board for an opportunity to be heard on the question before its members. The Board, comprised of sixteen representatives of code members and one representative of labor, met for that purpose on November 15, 1940, all but three of its members being present. After hearing the intervener and several other persons, the Board voted thirteen to one against accepting the proposal, the members present being unanimous except for intervener's representatives. The Board then filed the original petition in this proceeding and intervener its petition in opposition thereto.

In support of the petition of the District Board, the following considerations were urged at the conference:

1. The intervener submitted to the District Board analyses of raw Third Vein coal from Clay County. Impurities which impregnate almost the entire seam make Third Vein an inferior raw coal compared with Standard Fifth Vein

coal. Hence with respect to unwashed coals, Chinook should temporarily be priced the same as the Third Vein mines in Price Groups 1 and 2, whose production consists of raw Third Vein coals and whose prices accordingly afford a proper analogy for the interim pricing of Chinook raw coal.

2. A modern washing plant, whose purpose is to separate impurities from the coal, requires a substantial investment—the cost usually running into six figures. Prior to the installation of washing equipment a washability test is invariably made of the coals to be mined. A washability test is accomplished by sending a sample of the coal which it is proposed to wash to a laboratory for testing in order to determine what parts of the raw mineral will sink and what parts will float at different specific gravities. The purpose of such a test is to determine the type of washing equipment to be purchased and the probable results which will be obtained therewith. The intervener has in its possession a washability test of Third Vein coal which it asserts is similar to that to be mined at Chinook. This test was made in 1935 at the instance of the Electric Shovel Coal Corporation, a predecessor corporation of the intervener, upon coal mined at its now abandoned Staunton Mine. Intervener refused to furnish the results of this test to the District Board when requested to do so at the meeting of November 15, 1940.

3. The nature of the impurities infecting the Third Vein is such that the coal responds exceptionally well to washing, being equivalent when washed to Standard Fifth Vein washed coal. Although the domestic coals in Size Groups 1 to 8, except 7, are generally priced the same whether washed or cleaned by hand-picking, a differential between washed and hand-picked domestic coal, as established between Talleydale and the Third Vein mines in Price Groups 1 and 2, is proper in the case of Third Vein coal, for the reason that certain of the impurities which it contains are not susceptible to removal by manual methods, but are readily eliminated by washing. In addition, hand-picking rarely affords thorough cleaning in the smaller domestic sizes. The only washed Third Vein coal produced in District 11 is that of the Talleydale Mine, which has been priced the same as Standard Fifth Vein coal. While probably inferior as mined to Talleydale raw coal, Chinook coal is for all practical purposes analytically identical to that of the Talleydale Mine on a pure coal basis, so that the only real question is how efficient the Chinook washing plant will be in comparison with others already in operation. The washing equipment to be used at Chinook is in every respect equal if not superior to that in operation at the Talleydale Mine.

4. In the spring of 1940 a representative of the Pennsylvania Railroad, which will serve Chinook, contacted the exclusive sales agent for Talleydale coal and in-

quired concerning a new operation to be developed by intervener, stating that the railroad had been informed that intervener had in process a development which would produce a thoroughly washed and prepared Third Vein coal in every way comparable to Talleydale's coal. Shortly thereafter, the sales agent for the Talleydale Mine, pursuant to an order received from the intervener, shipped sixteen cars of Talleydale washed Third Vein coal, in egg and nut sizes (Size Groups 4, 6 and 9), to the Pennsylvania Railroad for testing in order to determine whether the coal was suitable for the railroad's locomotive requirements.

5. About October 1, 1940, the development of the Chinook Mine was further called to the attention of Talleydale's sales agent when a number of consumers of Talleydale coal were solicited by the intervener's sales agent, which advised them that it would soon be prepared to offer Third Vein washed coal comparable in every way with Talleydale's product.

6. Chinook coal will compete primarily with Talleydale Third Vein coal and Standard Fifth Vein coals. The District Board has consistently taken the position that in controversial cases the coals of new mines should be temporarily priced, pending actual marketing experience, according to the standard classification effective for coals from the same vein, in view of the prejudice likely to ensue to existing fair competitive opportunities of established mines, should the temporary prices unfairly favor the new operation. Where there is doubt as to whether a standard or substandard classification should be temporarily effected for a new mine, the doubt should be resolved against the latter; for if the substandard classification were adopted and proved to be unduly low, many competitive mines would suffer during the interim, whereas the temporary effectuation of the standard classification at the most involved the possibility of interim prejudice only to the one mine. The establishment of the temporary prices contended for by the intervener will inevitably prejudice Talleydale and Standard Fifth Vein coals, since the intervener proposes to market Chinook coal as the equivalent of Talleydale.

In support of the petition of the intervener, the following considerations were urged at the conference:

1. Geographically the Chinook Mine is located in an area within which all Third Vein mines currently priced carry a lower classification than Talleydale. Thus, Chinook is only some three miles to the southeast of the G. & F. Coal Corporation's Staunton Mine and about six miles southeast of the Lone Star Coal Company's Lone Star Mine—both of which are included in Price Group 1 of the District 11 rail schedule—but some 15 to 18 miles to the southeast of the Talleydale mine. Directly to the north are the now abandoned Third Vein Staunton Mine of the Electric Shovel Coal Corporation, and

a mine now owned by intervener, but formerly operated by the Brazil Lower Vein Coal Company, and which is classified as Substandard Third Vein in the Schedule of Effective Minimum Prices for District 11 for Truck Shipments.

2. Intervener believes that the Third Vein coal produced by the mines in this area, situated chiefly in or directly adjacent to Clay County, is different in physical and analytical properties from the Third Vein coal in Vigo County which is mined by Talleydale. An examination of coal as loaded at Talleydale, G. & F.'s Staunton Mine and the Lone Star Mine indicates that although the Third Vein coal in Clay County is reasonably bright upon fresh fracture, it has a dull gray appearance by the time it is loaded. Clay County Third Vein coals contain certain impurities whose removal is difficult by washing as well as by hand-picking.

3. Chinook and the other nearby mines, except that formerly operated by the Brazil Lower Vein Coal Company, are strip mines, whereas Talleydale is a shaft mine. Coal produced by the strip method is less uniform, or more variable, than shaft-mined coal. The section of the seam worked by the now abandoned Third Vein Staunton Mine of the Electric Shovel Corporation is, so far as available information indicates, identical with that which Chinook will mine. Comparative analyses of unwashed double-screened domestic coal from this mine and from Talleydale indicate the analytical inferiority of the Staunton coal with respect to ash, sulphur and B. t. u. Comparative analyses of unwashed industrial or fine sizes from the old Staunton Mine, G. & F.'s Staunton Mine and Talleydale likewise indicate the superiority of unwashed Talleydale Coal. A similar comparison of unwashed Third Vein Clay County coal with Standard Fifth Vein coal indicates the analytical superiority of the latter.

4. A report by intervener's chief engineer stated that G. & F.'s Third Vein coal is superior to that which was produced by the old Staunton Mine, and to that shown by drillings made at Chinook.

5. During 1936, when the Electric Shovel Coal Corporation was producing Third Vein coal from its Staunton Mine and Fifth Vein coal from its Ayrshire Mine, it realized 21 cents less on the Third Vein modified, or dedusted, screenings than on the Fifth Vein raw screenings; and during the first three months of 1937, 13 cents less.

6. The differential fixed between correspondingly sized raw and washed industrial coals from the various classifications of coal established in Districts 10 and 11 ranges from 20 to 40 cents. The differential generally established is in the order of 25 cents, which is the differential effective for Standard Fifth Vein coals. Except in the case of the Third Vein coals of District 11, where Talleydale is priced 10 cents higher than other Third Vein mines, no differential has been

recognized between washed and hand-cleaned domestic coals.

7. When a washing plant is initiated there is generally an adjustment period of four to six weeks during which time the quality of the coal may be inferior to the product which will ultimately be produced.

8. The intervener refused to make available to the District Board the washability test on Staunton coal because it did not consider that a washability test made on a sample of coal from a single place in the pit would afford a representative indication as to the quality of washed coal likely to be produced at Chinook.<sup>1</sup> Washability tests indicate in general that a certain amount of impurities will be removed from the coal tested, but do not indicate precisely and definitely the character of the washed product. Not infrequently the results obtained upon the actual operation of a washing plant are less favorable than those indicated by a laboratory washability test.

9. Intervenor was surprised at the results obtained by the Pennsylvania Railroad with Talleydale coal and is concerned that its coal may be of lower quality and therefore not acceptable to the railroad.

10. If Chinook is priced according to the Standard Third Vein classification and its coal fails to measure up to that quality, it will be difficult subsequently even at lower prices to obtain further orders from customers who have been disappointed in Chinook coal, because of the expense involved in running a performance test.

The same differential proposed by the District Board between raw and washed Chinook coal in industrial sizes—40 cents—is effective for the Sixth Vein coals of Indiana which are priced 15 cents lower than Standard Fifth Vein coals in raw industrial sizes, but carry the same prices in washed industrial sizes. Likewise the same differential has been temporarily established for the coals of the newly opened Seven Star Mine of the Enos Coal Mining Company, a code member in District 11, which are also priced 15 cents lower than Standard Fifth Vein coals in raw industrial sizes, but the same as the latter in the corresponding washed sizes.

The dull gray appearance of Clay County Third Vein coal, adverted to by the intervener as an unfavorable characteristic, would not seem to be a significant consideration with respect to Chinook, particularly in connection with the establishment of interim prices. Thus the intervener conceded that ap-

<sup>1</sup>At the conference intervener agreed to furnish copies of the results shown by this test to the Division and the District Board. In accordance with its agreement, intervener has since furnished this material to the Division, together with an explanatory statement by its president reiterating the assertion made at the conference that the results do not afford a representative indication of the washability of Chinook coal.

pearance is a factor only with respect to domestic consumers, and represented that Chinook coals in all sizes would move largely to industrial consumers, at least during its early operations.

Intervener admits that its prayer for lower washed coal prices for Chinook than are effective for Talleydale is based on the character of the coal in the seam, and that this may be completely altered by the washing process; that washing improves the ash, B. t. u. and sulphur contents of coal and increases its uniformity; that there are many instances in which an inferior raw coal is equivalent in quality to a superior raw coal when both have been washed; that it has run no further washability tests on Chinook coal because of its conviction that a sufficiently substantial improvement will be occasioned by washing to warrant the investment in washing equipment.

Intervener also concedes that Chinook coal will be marketed as the equivalent of Talleydale coal and that it does not know whether Chinook coal, after washing, will be inferior to Talleydale coal; that the Chinook Mine is not being developed to afford a substitute source of supply for consumers who have customarily purchased coal from now depleted properties of the intervener, but it will have to compete for outlets now supplied by other producers; that its sales agent has sufficient contacts with consumers to insure the trial of Chinook coal by a good many plants even at the Talleydale or Standard Third Vein prices; and that the establishment of such prices for Chinook will not confront it with an emergency unless and until the coal proves inferior to Talleydale coal on the basis of actual performance.

At the conference the District Board and intervener agreed that washability tests of Chinook coal would be taken as soon as a representative portion of its pit was exposed, which it was estimated would ensue within a week or ten days of operation. The representatives of the District Board stated that if the standard prices were temporarily established in the interim for Chinook washed coal and did not satisfy all parties, the Board would abide by the results indicated by the washability tests.

After weighing all of the foregoing considerations, it appears to the Director that the original petitioner has made a reasonable showing of the necessity for granting the temporary relief prayed for in its petition and an adequate showing that the granting of the temporary relief prayed for by the intervener would unduly prejudice other interested persons in advance of a hearing; and it further appears to the Director that the intervener has made no adequate showing of actual or impending injury in the event that the temporary relief which it prays for is denied and that prayed for

by the original petitioner is granted, and that intervener has made no sufficiently clear showing that it is entitled to the relief for which it prays, rather than to the relief prayed for by the original petitioner.

*Now, therefore, it is ordered,* That the temporary relief prayed for by the original petitioner be and the same is hereby granted, pending final disposition of the petitions herein, as follows: Commencing forthwith, the coals of the Chinook Mine of the Ayrshire-Patoka Collieries Corporation shall be and hereby are priced as provided in the schedules marked "Temporary Supplement R" and "Temporary Supplement T," hereby annexed hereto and made part hereof.

*It is further ordered,* That the temporary relief prayed for by the intervener be and the same is hereby denied.

Notice is hereby given that applications to stay, terminate or modify the temporary relief herein granted may be filed pursuant to the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Nothing contained herein shall be construed as a ruling or expression of the Director's opinion concerning the final disposition of this proceeding.

Dated: December 12, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5614; Filed, December 13, 1940;  
11:46 a. m.]

[Docket Nos. A-381, A-386, A-387]

PETITION OF DISTRICT BOARD NO. 3 AND CERTAIN INDIVIDUAL CODE MEMBER PRODUCERS IN DISTRICT NO. 3 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES IN DISTRICT NO. 3 NOT HERETOFORE CLASSIFIED AND PRICED

ORDER OF CONSOLIDATION, NOTICE OF AND ORDER FOR HEARING, AND ORDER GRANTING TEMPORARY RELIEF

Original petitions, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by various parties;<sup>1</sup> and

It appearing that the above-entitled matters raise analogous issues;

*It is ordered,* That the above-entitled matters be consolidated.

*It is further ordered,* That a hearing in the above-entitled matters be held, under the applicable provisions of the Act and the rules and regulations of the Division, on January 22, 1941, at 10 o'clock in the

forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room in which such hearing will be held.

*It is further ordered,* That Travis Williams or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matters. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Any petitioner desiring a separate hearing on any of the petitions herein consolidated may file a motion for such separate hearing, setting forth the facts relied upon to show the necessity therefor. Such petitions of intervention or motions for separate hearings shall be filed with the Bituminous Coal Division on or before January 17, 1941.

All persons are hereby notified that the hearing in the above-entitled matters and any orders entered therein may concern, in addition to the matters specifically alleged in the petitions, other matters necessarily incidental and related thereto, which may be raised by amendment to the original petitions, petitions of interveners, or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of said original petitions.

The matter concerned herewith is in regard to the establishment of effective minimum prices for the coals of certain mines, hereinafter named, located in District No. 3, for which coals price classifications and minimum prices have not heretofore been established.

*It is further ordered,* That a reasonable showing of the necessity therefor having been made, pending final disposition of the petitions in the above-entitled matters, temporary relief be, and it

<sup>1</sup> These parties, in an order corresponding to the order of the docket numbers assigned to their respective petitions, as set forth above, are as follows: District Board No. 3, David Morgan and Marlin Coal Company.

hereby is granted as follows:<sup>2</sup> Commencing forthwith, the coals referred to in the Temporary Supplements annexed hereto and made part hereof shall be subject to minimum prices as provided therein.

Notice is hereby given that applications to stay, terminate or modify the temporary relief herein granted may be filed pursuant to the rules and regulations governing practice and procedure before the Bituminous Coal Division and proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Dated: December 12, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5613; Filed, December 13, 1940;  
11:45 a. m.]

[Docket No. A-117]

PETITION OF GREENWOOD COAL COMPANY, THE LAUREL CREEK COAL COMPANY, AND THE LAUREL SMOKELESS COAL COMPANY, CODE MEMBERS IN DISTRICT NO. 7, FOR REVISION OF EFFECTIVE MINIMUM PRICES IN SIZE GROUPS 1, 6, 8, AND 9, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER FURTHER POSTPONING HEARING

The hearing in the above entitled matter having been postponed to January 20, 1941,

*It is ordered*, That the hearing in Docket No. A-117 be postponed until January 22, 1941, at 10 a. m., in a room to be designated by the Chief of the Records Section, Room 502, 734 Fifteenth Street NW., Washington, D. C. In all other respects the original notice of and order for hearing shall remain in full force and effect.

Dated: December 12, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5612; Filed, December 13, 1940;  
11:45 a. m.]

[Docket No. 1486-FD]

IN THE MATTER OF C. H. BOWMAN,  
DEFENDANT

NOTICE OF AND ORDER FOR HEARING

A complaint dated November 26, 1940, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal

<sup>2</sup> It may be observed that the names of Arlie Cleon Brand, Brand Mine, and G. B. Ervin, Ervin Mine, listed in the District Board No. 3 petition, Docket No. A-381, have not been included in the Temporary Supplements which are attached hereto. Minimum prices for the coals produced at those mines have already been established in the Temporary Supplements attached to the order entered in Docket A-138, the Brand Mine having been assigned Mine Index No. 1100 and the Ervin Mine, Mine Index No. 1104.

Act of 1937, having been duly filed on November 30, 1940, by W. W. Crick, a member of District Board No. 9, a complainant, with the Bituminous Coal Division alleging wilful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder;

*It is ordered*, That a hearing in respect to the subject matter of such complaint be held on January 15, 1941, at 10 a. m. at a hearing room of the Bituminous Coal Division at the U. S. Circuit Court, Madisonville, Kentucky.

*It is further ordered*, That Charles O. Fowler or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said defendant and to all other parties herein and to all persons and entities having an interest in such proceeding. Any person or entity eligible under § 301.123 of the Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in Proceedings Instituted Pursuant to sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, may file a petition for intervention not later than five (5) days before the date herein set for hearing on the complaint.

Notice is hereby given that answer to the complaint must be filed with the Bituminous Coal Division at its Washington Office or with any one of the statistical bureaus of the Division, within twenty (20) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the allegations of the complaint herein and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified that the hearing in the above entitled matter and orders entered therein may concern, in addition to the matters specifically alleged in the complaint herein, other matters incidental and related thereto, whether raised by amendment of the complaint, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

The matter concerned herewith is in regard to the complaint filed by said complainant, alleging wilful violation by the above named defendant of the Bituminous Coal Code or rules and regulations thereunder as follows: By selling to Jake Coffman, Sacramento, Kentucky, on or about November 18, 1940, one ton of 2" nut coal produced at his Ben Davis Mine in McLean County, Kentucky, at \$1.25 per ton f. o. b. the mine, being 25 cents below the effective minimum price for such coal of \$1.50 per ton f. o. b. the mine.

Dated: December 12, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5610; Filed, December 13, 1940;  
11:45 a. m.]

REGISTRATION OF THE FARMERS ELEVATOR SERVICE COMPANY, RALSTON, IOWA, AS A BONA FIDE AND LEGITIMATE FARMERS' COOPERATIVE ORGANIZATION

SUPPLEMENTAL ORDER

The Farmers Elevator Service Company, Ralston, Iowa, having been granted registration as a bona fide and legitimate farmers' cooperative organization, by Order of the Director dated September 28, 1940, eligible to receive from code members the appropriate discounts or price allowances that may be allowed to bona fide and legitimate farmers' cooperative organizations on coal it purchases in not less than cargo or railroad carload lots for, or for resale to, only the bona fide and legitimate farmers' cooperative organizations set forth in Exhibit "A" which was made a part of the above-mentioned Order.

The Farmers Elevator Service Company, Ralston, Iowa, has now submitted to the Division the names of four additional members which are duly certified by it to be bona fide and legitimate farmers' cooperative organizations.

*It is therefore ordered*, That the list attached to the above-mentioned Order dated September 28, 1940 and designated as Exhibit "A" as amended November 1, 1940, be and it is hereby further amended to include the names of the following farmers' cooperative organizations which have been duly certified by the Farmers Elevator Service Company, Ralston, Iowa to be bona fide and legitimate farmers' organizations:

Farmers Cooperative Exchange, Kent, Iowa.

Farmers Elevator Company, Clare, Iowa.

Farmers Cooperative Exchange, Knoxville, Iowa.

Farmers Cooperative Association, Boyden, Iowa.

Dated: December 12, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5615; Filed, December 13, 1940;  
11:46 a. m.]

## Bureau of Reclamation.

LOWER YELLOWSTONE PROJECT,  
MONTANA-NORTH DAKOTA

## ADVERTISEMENT OF LANDS FOR LEASE

DECEMBER 6, 1940.

1. Sealed proposals<sup>1</sup> will be received at the office of the Bureau of Reclamation, Washington, D. C., until 2 o'clock, P. M., January 6, 1941, for the lease for grazing and/or agricultural purposes of all or any tract or tracts of the lands shown on the accompanying list.

2. The lands will be leased for a one-year period ending December 31, 1941, the lessee having an option to renew the lease from year to year, but not beyond December 31, 1945, provided the United States does not, by written notice, 90 days prior to the expiration of any annual period, notify the lessee that the lease cannot be renewed.

3. The bidder shall state in the proposal (a) the legal description of such subdivisions or tracts which he proposes to lease, (b) the area in acres, and (c) the total annual rental price he proposes to pay. The bidder may make such stipulations as he may desire regarding combinations of tracts he is willing to accept.

4. Bids must be accompanied by a payment in full for the calendar year 1941. Funds so remitted by unsuccessful bidders will be returned on making of award. Subsequent payments for the purpose of exercising the yearly option renewals must be received in the Washington Office of the Bureau of Reclamation 30 days in advance of the termination of the lease and must be accompanied by a notice to the effect that the lessee desires to exercise such option. In case the necessary payment, accompanied by the notice of the lessee of his desire to exercise the option, is not made on or before the due date, as herein set forth, the lease and the right of occupancy of the lessee terminate at the expiration of the period for which rental has theretofore been paid, without further action or notice. All remittances should be in the form of certified check, bank draft, or money order, drawn in favor of the "Treasurer of the United States". No bids will be considered at less than five cents per acre for grazing land; or for less than twenty-five cents per acre for land for agricultural use.

5. All of the land, with the exception of the tracts located in T. 152 N., R. 104 W., 5th P. M., North Dakota, can be furnished with water and are to be leased for agricultural purposes. If water for irrigation is desired it may be obtained, if available, by arrangement with the Board of Control, Lower Yellowstone Project, at the prevailing charge for other project lands.

<sup>1</sup> Proposal blank filed as a part of the original document.

6. Those desiring to bid should first consult a copy of lease form 7-523-A-G, on file at the office of the Manager, Lower Yellowstone Board of Control, at Sidney, Montana, which lease must be promptly executed by successful bidders before possession of the land is given, and which describes various rights reserved by the United States, and other details not herein enumerated, to which the lessee must agree.

7. Envelopes containing bids must be sealed, marked and addressed as follows:

Bid for Lease of Land, Lower Yellowstone Project, Montana-North Dakota, To Be Opened at 2 P. M., Eastern Standard Time, January 6, 1941.

BUREAU OF RECLAMATION  
WASHINGTON, D. C.

H. W. BASHORE,  
Assistant Commissioner.

## Lower Yellowstone Project, Montana-North Dakota

## LIST OF LANDS AVAILABLE FOR LEASE

Description:	Area in acres
T. 19 N. R. 57 E., M. P. M., Montana: Sec. 26, Lot 1	30.00
T. 22 N., R. 58 E., M. P. M., Montana: Sec. 26, NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$	120.00
T. 23 N., R. 60 E., M. P. M., Montana: Sec. 8, Lots 3 and 4	80.00
Sec. 17, Lot 3	3.00
T. 24 N., R. 60 E., M. P. M., Montana: Sec. 30, Lot 1	20.80
Fifth Principal Meridian, North Dakota	
T. 150 N., R. 104 W.: Sec. 17, Lot 2	29.00
T. 151 N., R. 104 W.: Sec. 2, Lot 8	29.00
Sec. 10, Lot 1 Lot 2	31.00 11.60
Lot 3	21.05
NE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00
Sec. 11, Lot 2	38.45
T. 152 N., R. 104 W.: Sec. 19: Lot 4	34.58
SE $\frac{1}{4}$ SE $\frac{1}{4}$ except for 3 acres in northeast corner now being used for ditchriders' camp site	37.00
Sec. 27, SW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
Sec. 28, Lot 8	25.30
Sec. 30, Lot 1	34.13

[F. R. Doc. 40-5578; Filed, December 13, 1940;  
9:59 a. m.]

## COLUMBIA BASIN PROJECT, WASHINGTON

## ADVERTISEMENT OF LANDS FOR LEASE

DECEMBER 7, 1940.

1. Sealed proposals<sup>1</sup> will be received at the office of the Bureau of Reclamation, Washington, D. C., until 2 o'clock, P. M., January 10, 1941, for the lease for grazing purposes of all or any tract or tracts of the land shown on the accompanying list.

2. The lands will be leased for grazing purposes for a one-year period ending December 31, 1941, the lessee having an option to renew the lease from year to year, but not beyond December 31, 1945,

<sup>1</sup> Proposal blank filed as a part of the original document.

provided the United States does not, by written notice, 90 days prior to the expiration of any annual period, notify the lessee that the lease cannot be renewed.

3. The bidder shall state in the proposal (a) the legal description of such subdivisions or tracts which he proposes to lease, (b) the area in acres, and (c) the total annual rental price he proposes to pay. The bidder may make such stipulations as he may desire regarding combinations of tracts he is willing to accept.

4. Bids must be accompanied by a payment in full for the calendar year 1941. Funds so remitted by unsuccessful bidders will be returned on making of award. Subsequent payments for the purpose of exercising the yearly option renewals must be received in the Washington Office of the Bureau of Reclamation 30 days in advance of the termination of the lease and must be accompanied by a notice to the effect that the lessee desires to exercise such option. In case the necessary payment, accompanied by the notice of the lessee of his desire to exercise the option is not made on or before the due date, as herein set forth, the lease and the right of occupancy of the lessee terminate at the expiration of the period for which rental has theretofore been paid, without further notice or action. All remittances should be in the form of certified check, bank draft, or money order, drawn in favor of the "Treasurer of the United States."

5. Those desiring to bid should first consult a copy of lease form 7-523-A-G, on file at the office of the Superintendent, of the Yakima project, at Yakima, Washington, and the Supervising Engineer, Coulee Dam, Washington, which lease must be promptly executed by successful bidders before possession of land is given, and which describes various rights reserved by the United States, and other details not herein enumerated, to which the lessee must agree.

6. Envelopes containing bids must be sealed, marked and addressed as follows:

Bid for lease of land, Columbia Basin Project, Washington, to be opened at 2 P. M., Eastern Standard Time, January 10, 1941.

BUREAU OF RECLAMATION,  
WASHINGTON, D. C.

H. W. BASHORE,  
Assistant Commissioner.

Columbia Basin Project, Washington  
Willamette Meridian

Description:	Area in acres
T. 15 N., R. 23 E.: Sec. 22, E $\frac{1}{2}$ SE $\frac{1}{4}$	80.00
Sec. 26, W $\frac{1}{2}$ NW $\frac{1}{4}$	80.00
Sec. 28, NW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
T. 16 N., R. 23 E.: Sec. 10, All	640.00
Sec. 14, N $\frac{1}{2}$ and N $\frac{1}{2}$ S $\frac{1}{2}$	480.00
Sec. 22, NW $\frac{1}{4}$	160.00
Sec. 24, NW $\frac{1}{4}$	160.00
T. 17 N., R. 23 E.: Sec. 24, SE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
Sec. 34, W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$	320.00
T. 18 N., R. 23 E.: Sec. 6, Lots 4, 5, 6 and 7	156.68
Sec. 18, Lot 1, NW $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$	160.60

## FEDERAL REGISTER, Saturday, December 14, 1940

Description—Continued.	Area in acres	Description—Continued.	Area in acres	Description—Continued.	Area in acres
T. 18 N., R. 23 E.—Continued.		T. 16 N., R. 27 E.:—		T. 18 N., R. 28 E.:—	
Sec. 22. NE $\frac{1}{4}$ , NW $\frac{1}{4}$ and SE $\frac{1}{4}$ —	480.00	Sec. 10. E $\frac{1}{2}$ SW $\frac{1}{4}$ —	80.00	Sec. 10. SE $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ —	200.00
Sec. 32. E $\frac{1}{2}$ SW $\frac{1}{4}$ —	80.00	Sec. 24. E $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ —	320.00	Sec. 12. NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ —	280.00
T. 19 N., R. 23 E.:—		T. 17 N., R. 27 E.:—		Sec. 34. SE $\frac{1}{4}$ SE $\frac{1}{4}$ —	40.00
Sec. 8. SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ —	80.00	Sec. 10. SE $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ —	120.00	T. 20 N., R. 28 E.:—	
Sec. 10. S $\frac{1}{2}$ NE $\frac{1}{4}$ —	80.00	Sec. 12. W $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ —	240.00	Sec. 4:—	
Sec. 20. SW $\frac{1}{4}$ SW $\frac{1}{4}$ —	40.00	T. 19 N., R. 27 E.:—		Lot 1—	14.63
Sec. 22. SE $\frac{1}{4}$ —	160.00	Sec. 30. SE $\frac{1}{4}$ —	160.00	Lot 2—	14.98
Sec. 26. N $\frac{1}{2}$ —	320.00	T. 20 N., R. 27 E.:—		Lots 7, 8, 9 and 10—	160.00
Sec. 30. NE $\frac{1}{4}$ NE $\frac{1}{4}$ —	40.00	Sec. 2:—		Sec. 6:—	
T. 15 N., R. 24 E.:—		Lot 1—	18.63	Lot 1—	17.48
Sec. 20. S $\frac{1}{2}$ S $\frac{1}{2}$ —	160.00	Lot 2—	18.93	Lot 2—	17.63
Sec. 22. SE $\frac{1}{4}$ SE $\frac{1}{4}$ —	40.00	Lot 3—	19.23	Lot 3—	17.78
Sec. 24. E $\frac{1}{2}$ SE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$ —	200.00	Sec. 2:—		Lot 4—	17.51
Sec. 28. N $\frac{1}{2}$ N $\frac{1}{2}$ —	160.00	Sec. 4:—		Lot 5—	39.09
T. 16 N., R. 24 E.:—		Lot 4—	19.53	Lots 6 to 11, inclusive—	240.00
Sec. 20. S $\frac{1}{2}$ S $\frac{1}{2}$ —	160.00	Lots 5, 6, 7, 8, 9, 10, 11, 12, S $\frac{1}{2}$ —	640.00	Lot 12—	38.87
Sec. 22. NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ —	320.00	Lot 13—	38.65		
Sec. 24. NW $\frac{1}{4}$ —	160.00	Lot 14—	38.43		
Sec. 30. Lot 2, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ —	155.75	Sec. 6. SE $\frac{1}{4}$ —	160.00		
T. 14 N., R. 25 E.:—		Sec. 8. all—	640.00		
Sec. 28. SE $\frac{1}{4}$ —	160.00	Sec. 10. SW $\frac{1}{4}$ —	160.00		
Sec. 34. NW $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ —	80.00	Sec. 14. E $\frac{1}{2}$ NW $\frac{1}{4}$ —	80.00		
T. 15 N., R. 25 E.:—		Sec. 18:—			
Sec. 20. NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , and SW $\frac{1}{4}$ NW $\frac{1}{4}$ —	280.00	Lot 1—	38.37		
Sec. 30. NW $\frac{1}{4}$ —	160.00	Lot 2—	38.31		
T. 16 N., R. 25 E.:—		Lot 3—	38.25		
Sec. 18. Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ —	156.04	Lot 4—	38.19		
T. 17 N., R. 25 E.:—		SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ —	160.00		
Sec. 24. NW $\frac{1}{4}$ NW $\frac{1}{4}$ —	40.00	Sec. 26. SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ —	160.00		
T. 18 N., R. 25 E.:—		Sec. 28. NW $\frac{1}{4}$ —	160.00		
Sec. 32. SW $\frac{1}{4}$ —	160.00	T. 21 N., R. 28 E.:—			
T. 19 N., R. 25 E.:—		Sec. 2:—			
Sec. 28. NW $\frac{1}{4}$ —	160.00	Lot 1—	37.85		
T. 20 N., R. 25 E.:—		Lot 2—	39.75		
Sec. 12. E $\frac{1}{2}$ SE $\frac{1}{4}$ —	80.00	Sec. 8. N $\frac{1}{2}$ and SE $\frac{1}{4}$ —	480.00		
Sec. 14. NE $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$ —	240.00	Sec. 10. E $\frac{1}{2}$ —	320.00		
Sec. 28. NE $\frac{1}{4}$ SE $\frac{1}{4}$ —	40.00	Sec. 12. NW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ —	440.00		
Sec. 30. NW $\frac{1}{4}$ —	160.00	Sec. 14. NW $\frac{1}{4}$ —	160.00		
T. 21 N., R. 25 E.:—		Sec. 32. N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ —	400.00		
Sec. 18. S $\frac{1}{2}$ —	320.00	Sec. 34. W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , and W $\frac{1}{2}$ SW $\frac{1}{4}$ —	320.00		
Sec. 20. N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ —	480.00	T. 23 N., R. 28 E.:—			
T. 14 N., R. 26 E.:—		Sec. 8. SE $\frac{1}{4}$ NE $\frac{1}{4}$ —	40.00		
Sec. 18. SW $\frac{1}{4}$ —	160.00	T. 24 N., R. 28 E.:—			
T. 16 N., R. 26 E.:—		Sec. 3. SW $\frac{1}{4}$ SE $\frac{1}{4}$ —	40.00		
Sec. 12. SW $\frac{1}{4}$ NE $\frac{1}{4}$ —	40.00	Sec. 15. NW $\frac{1}{4}$ NW $\frac{1}{4}$ —	40.00		
T. 17 N., R. 26 E.:—		T. 25 N., R. 28 E.:—			
Sec. 8. E $\frac{1}{2}$ SE $\frac{1}{4}$ —	80.00	Sec. 3. S $\frac{1}{2}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ —	240.00		
Sec. 10. S $\frac{1}{2}$ —	320.00	Sec. 4. SE $\frac{1}{4}$ SE $\frac{1}{4}$ —	40.00		
T. 20 N., R. 26 E.:—		Sec. 9. E $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ —	240.00		
Sec. 2. All—	640.00	Sec. 10. NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ —	280.00		
Sec. 4:—		Sec. 23. SW $\frac{1}{4}$ SW $\frac{1}{4}$ —	40.00		
Lot 3—	15.41	Sec. 32. E $\frac{1}{2}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$ —	400.00		
Lot 4—	15.13	Sec. 33. S $\frac{1}{2}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ —	160.00		
Lots 5, 6, 7, 8, 9, 10, 11, and SE $\frac{1}{4}$ —	440.00	T. 26 N., R. 28 E.:—			
Sec. 6. Lot 4 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ —	53.65	Sec. 1. SE $\frac{1}{4}$ SE $\frac{1}{4}$ —	40.00		
Sec. 8. E $\frac{1}{2}$ and E $\frac{1}{2}$ W $\frac{1}{2}$ —	480.00	Sec. 12. NE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$ —	120.00		
Sec. 10. W $\frac{1}{2}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ —	160.00	Sec. 13. N $\frac{1}{2}$ NW $\frac{1}{4}$ —	80.00		
Sec. 12. S $\frac{1}{2}$ S $\frac{1}{2}$ —	160.00	Sec. 14. SE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ —	80.00		
Sec. 14. N $\frac{1}{2}$ NW $\frac{1}{4}$ —	80.00	Sec. 22. SE $\frac{1}{4}$ SE $\frac{1}{4}$ —	40.00		
Sec. 18. NE $\frac{1}{4}$ —	160.00	Sec. 23. NE $\frac{1}{4}$ NW $\frac{1}{4}$ —	40.00		
Sec. 20. E $\frac{1}{2}$ and E $\frac{1}{2}$ W $\frac{1}{2}$ —	480.00	Sec. 25. NW $\frac{1}{4}$ NW $\frac{1}{4}$ —	40.00		
Sec. 24. E $\frac{1}{2}$ E $\frac{1}{2}$ —	160.00	Sec. 27. SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ —	120.00		
Sec. 28. SW $\frac{1}{4}$ —	160.00	Sec. 34. SW $\frac{1}{4}$ NW $\frac{1}{4}$ —	40.00		
T. 21 N., R. 26 E.:—		T. 10 N., R. 29 E.:—			
Sec. 12. SW $\frac{1}{4}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ —	360.00	Sec. 2. Lot 1—	22.40		
Sec. 14. E $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ —	120.00	Sec. 12:—			
Sec. 20. SE $\frac{1}{4}$ —	160.00	Lot 1—	15.00		
Sec. 32. W $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ —	280.00	Lot 2—	24.72		
Sec. 34. W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ —	160.00	Lot 3—	7.00		
T. 22 N., R. 26 E.:—		Lot 4—	2.00		
Sec. 2. Lot 1—	22.40	Sec. 12. NE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ —	320.00		
Sec. 12:—		Sec. 26. NW $\frac{1}{4}$ NW $\frac{1}{4}$ —	40.00		
Lot 1—	15.00	Sec. 34. SE $\frac{1}{4}$ NW $\frac{1}{4}$ —	120.00		
Lot 2—	24.72	T. 10 N., R. 29 E.:—			
Lot 3—	7.00	Sec. 24. N $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ —	120.00		
Lot 4—	2.00	T. 12 N., R. 29 E.:—			
Sec. 12. Lot 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ —	269.76	Sec. 6:—			
Sec. 14. SE $\frac{1}{4}$ NE $\frac{1}{4}$ —	40.00	Lot 1—	29.90		
T. 13 N., R. 28 E.:—		Lot 2—	29.70		
Sec. 6. SE $\frac{1}{4}$ —	160.00	Lot 4—	28.40		
Sec. 26. SW $\frac{1}{4}$ —	160.00	Sec. 10. NE $\frac{1}{4}$ SW $\frac{1}{4}$ —	40.00		
Sec. 34. W $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ —	280.00	T. 13 N., R. 29 E.:—			
T. 14 N., R. 28 E.:—		Sec. 10. E $\frac{1}{2}$ SE $\frac{1}{4}$ —	80.00		
Sec. 18. Lot 3 and NE $\frac{1}{4}$ —	207.13	Sec. 14. E $\frac{1}{2}$ —	320.00		
Sec. 26. SE $\frac{1}{4}$ —	160.00	T. 14 N., R. 29 E.:—			
T. 15 N., R. 28 E.:—		Sec. 6. SE $\frac{1}{4}$ SW $\frac{1}{4}$ —	40.00		
Sec. 4: Lot 3—	41.68	Sec. 8. SW $\frac{1}{4}$ —	160.00		
Sec. 6:—		Sec. 10. NE $\frac{1}{4}$ —	160.00		
Lot 1—	41.28	Sec. 12. NE $\frac{1}{4}$ —	160.00		
Lot 2—	41.43	Sec. 14. E $\frac{1}{2}$ —	120.00		
S $\frac{1}{2}$ NE $\frac{1}{4}$ —	80.00	Sec. 16. E $\frac{1}{2}$ —	120.00		
Sec. 18:—		Sec. 18. NE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$ —	120.00		
Lot 1—	51.13	Sec. 20. W $\frac{1}{2}$ E $\frac{1}{2}$ and W $\frac{1}{2}$ —	480.00		
Lot 2—	50.98	Sec. 22. W $\frac{1}{2}$ NE $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ —	160.00		
E $\frac{1}{2}$ NW $\frac{1}{4}$ —	80.00	Sec. 30. SW $\frac{1}{4}$ —	172.20		
Sec. 28. N $\frac{1}{2}$ —	320.00				

## Description—Continued.

	Area in acres
T. 15 N., R. 29 E.: Sec. 6: Lot 3	40.23
Lot 4	48.63
SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$	120.00
Sec. 32. N $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ NW $\frac{1}{4}$	120.00
T. 16 N., R. 29 E.: Sec. 4. NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$	310.70
Sec. 8. W $\frac{1}{2}$ E $\frac{1}{2}$ and NW $\frac{1}{4}$	320.00
Sec. 18. NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$	167.63
Sec. 32. NW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00
T. 18 N., R. 29 E.: Sec. 24. E $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$	160.00
Sec. 26. N $\frac{1}{2}$ and SE $\frac{1}{4}$	480.00
T. 20 N., R. 29 E.: Sec. 6: Lot 2	50.65
Lot 3	50.95
Lot 4	53.21
Lot 5	41.45
Sec. 8. SE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00
Sec. 12. SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SW $\frac{1}{4}$	160.00
Sec. 18. SE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
T. 21 N., R. 29 E.: Sec. 24. S $\frac{1}{2}$ N $\frac{1}{2}$ and SW $\frac{1}{4}$	320.00
T. 22 N., R. 29 E.: Sec. 10. N $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$	240.00
T. 26 N., R. 29 E.: Sec. 5. SE $\frac{1}{4}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$	120.00
Sec. 6. W $\frac{1}{2}$ NW $\frac{1}{4}$	84.93
Sec. 8. N $\frac{1}{2}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$	120.00
Sec. 18. NE $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$	80.00
T. 27 N., R. 29 E.: Sec. 2. NE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
Sec. 5. NW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Sec. 8. SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Sec. 9. NE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Sec. 13. N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$	480.00
Sec. 17. E $\frac{1}{2}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$	240.00
Sec. 20. NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$	80.00
Sec. 21. NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$	80.00
Sec. 23. NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$	200.00
Sec. 27. N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$	160.00
Sec. 28. S $\frac{1}{2}$ SE $\frac{1}{4}$	80.00
Sec. 29. NW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
Sec. 31. SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$	160.00
T. 28 N., R. 29 E.: Sec. 23. S $\frac{1}{2}$ NW $\frac{1}{4}$	80.00
Sec. 24. E $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , and SW $\frac{1}{4}$ SE $\frac{1}{4}$	160.00
Sec. 25. W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$	320.00
Sec. 26. NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$	160.00
Sec. 32. NE $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{2}$ SW $\frac{1}{4}$	120.00
Sec. 35. W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$	160.00
T. 10 N., R. 30 E.: Sec. 18: Lot 3	50.73
Lot 4	50.78
E $\frac{1}{2}$ SW $\frac{1}{4}$	80.00
T. 27 N., R. 30 E.: Sec. 6. NW $\frac{1}{4}$ NW $\frac{1}{4}$	43.25
T. 28 N., R. 30 E.: Sec. 12. Lot 3	10.05
Sec. 15. NE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
Sec. 31. NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$	400.00
Sec. 32. NW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00
T. 20 N., R. 31 E.: Sec. 30: SE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00
SW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
T. 11 N., R. 32 E.: Sec. 6: Lot 1	40.88
Lot 2	40.63
Sec. 22. S $\frac{1}{2}$ S $\frac{1}{2}$	160.00

## Description—Continued.

	Area in acres
T. 13 N., R. 32 E.: Sec. 2. Lot 4	38.12
T. 14 N., R. 32 E.: Sec. 34. S $\frac{1}{2}$ S $\frac{1}{2}$	160.00
[F. R. Doc. 40-5579; Filed, December 13, 1940; 9:59 a. m.]	

## Description—Continued.

T. 1 S., R. 13 E.: Secs. 1 to 27, inclusive;
Sec. 28, N $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;
Sec. 29, N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ ;
Sec. 30, lots 1, 2, and 3, NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ ;
Sec. 34, N $\frac{1}{2}$ ;
Sec. 35, N $\frac{1}{2}$ ;

T. 1 S., R. 14 E.:  
Secs. 1 to 30, inclusive;

Sec. 31, lot 1, N $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ ;
Sec. 32, N $\frac{1}{2}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ ;
Sec. 33, N $\frac{1}{2}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ ;
Sec. 34, N $\frac{1}{2}$ ;
Sec. 35, N $\frac{1}{2}$ ;
Sec. 36, N $\frac{1}{2}$ ;

T. 1 S., R. 15 E.:  
Secs. 1 to 12, inclusive;

Sec. 13, NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ ;
Secs. 14 to 22, inclusive;
Sec. 23, N $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ ;
Sec. 24, W $\frac{1}{2}$ NW $\frac{1}{4}$ ;
Sec. 27, N $\frac{1}{2}$ NW $\frac{1}{4}$ ;
Sec. 28, N $\frac{1}{2}$ , SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ :
Secs. 29 and 30;
Sec. 31, lots 1 and 2, NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ :
Sec. 32, N $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ :

T. 1 S., R. 16 E.:  
Secs. 3 to 10, inclusive;

Sec. 15, NW $\frac{1}{4}$ ;
Sec. 16, NE $\frac{1}{4}$ ;
Sec. 17, N $\frac{1}{2}$ NW $\frac{1}{4}$ ;
Sec. 18, lots 1, 2, and 3, NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ :

The Federal Range Code, as revised, shall be effective as to the lands embraced herein, including the lands not previously a part of Idaho Grazing District No. 2, from and after the date of the publication of this order in the *Federal Register*, except that the lands not previously a part of Idaho Grazing District No. 2 will not be subject to section 8, paragraphs (b), (d), (e), (f), until one year from the date of publication of this order in the *Federal Register*.

December 4, 1940.

E. K. BURLEW,  
*Acting Secretary of the Interior.*

[F. R. Doc. 40-5580; Filed; December 13, 1940;  
10:00 a. m.]

## DEPARTMENT OF COMMERCE.

## Civil Aeronautics Authority.

[Docket No. 456]

APPLICATION OF PAN AMERICAN AIRWAYS,  
INC.NOTICE OF HEARING<sup>1</sup>

In the matter of amendment of certificate of public convenience and necessity, under section 401 of the Civil Aeronautics Act of 1938.

The above-entitled proceeding, being the application of Pan American Airways, Inc., for amendment of its existing certificate of public convenience and necessity authorizing air transportation between the United States, Mexico, Central and South America and the Islands of the Caribbean, (a) so as to authorize the scheduled air transportation of persons, property and mail directly between

<sup>1</sup> Issued by the Civil Aeronautics Board.

Port-au-Prince, Haiti, and Maracaibo, Venezuela; (b) so as to authorize the scheduled air transportation of persons, property and mail directly between Belem (Para) and Rio de Janeiro, Brazil, with an additional intermediate stop at Barreiras, Brazil; (c) so as to authorize (1) the abandonment of Guanta, Venezuela, and the continuation of service to Barcelona, Venezuela, and (2) the abandonment of Luiz Correa, Brazil, the continuation of service and the carriage of United States mail to Parnahyba (Piauhy), Brazil; and (d) so as to authorize the carriage of United States mail to Areia Branca, Maceio, Aracaju, Caravellas, Curityba, and Iguassu Falls, Brazil, is hereby assigned for public hearing on December 16, 1940, 10 a. m. (eastern standard time) at the Mayflower Hotel, Connecticut Avenue and DeSales Street, Washington, D. C., before Examiner Frank A. Law, Jr.

December 11, 1940.

[SEAL] FRANK A. LAW, JR.,  
Examiner.

[F. R. Doc. 40-5577; Filed, December 13, 1940;  
9:58 a. m.]

#### FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 5945]

APPLICATION OF SIDLES COMPANY, TRANSFEROR, AND STAR PRINTING COMPANY, TRANSFeree

##### NOTICE OF HEARING

Dated, October 31, 1939; application for transfer of control of station KFOR; class of service, broadcast; class of station, broadcast; location, Lincoln, Nebraska; present operating assignment: Frequency, 1210 kc.; power, 100 w. night, 250 w. day; hours of operation, unlimited.

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine, if the application is granted, the character and extent of the interests in, or control over Cornbelt Broadcasting Corporation by Star Printing Company and State Journal Printing Company.

2. To determine, if the application is granted, what effect the interests in, or control over Cornbelt Broadcasting Corporation by Star Printing Company and State Journal Printing Company will have upon the operation of Station KFOR and the service rendered by it, and whether it may result substantially in a monopoly of the media for general dissemination of intelligence in the community.

3. To determine, if the application is granted, the future plans as to the sale or other disposition of stock interests in, and the operation of Station KFOR.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicants on the basis of a record duly and properly made by means of a formal hearing.

The applicants are hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicants who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicants' addresses are as follows:

Sidles Company,  
% C. L. Carper,  
1228 P Street,  
Lincoln, Nebraska.

Star Printing Company,  
% Frank D. Throop,  
301 South 12th Street,  
Lincoln, Nebraska.

December 6, 1940.  
By the Commission.

[SEAL] T. J. SLOWIE,  
Secretary.

[F. R. Doc. 40-5597; Filed, December 13, 1940;  
11:00 a. m.]

[Docket No. 5946]

APPLICATION OF SIDLES COMPANY, TRANSFEROR, AND STAR PRINTING COMPANY, TRANSFeree

##### NOTICE OF HEARING

Application dated, October 31, 1939; for Transfer of control of Station KFAB; class of service, broadcast; class of station, broadcast; location, Lincoln, Nebraska; present operating assignment: Frequency, 770 kc.; power, 10 kw. night, 10 kw. day; hours of operation, Simul-D-S-WBBM, night.

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine, if the application is granted, the character and extent of the interests in, or control over KFAB Broadcasting Company by Star Printing Company and State Journal Printing Company.

2. To determine, if the application is granted, what effect the interests in, or control over KFAB Broadcasting Company by Star Printing Company and State Journal Printing Company will have upon the operation of Station KFAB and the service rendered by it, and whether it may result substantially in a monopoly of the media for general dissemination of intelligence in the community.

3. To determine, if the application is granted, the future plans as to the sale

or other disposition of stock interests in, and the operation of Station KFAB.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicants on the basis of a record duly and properly made by means of a formal hearing.

The applicants are hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicants who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicants' addresses are as follows:

Sidles Company,  
% C. L. Carper,  
1228 P Street,  
Lincoln, Nebraska.

Star Printing Company,  
% Frank D. Throop,  
301 South 12th Street,  
Lincoln, Nebraska.

December 6, 1940.  
By the Commission.

[SEAL] T. J. SLOWIE,  
Secretary.

[F. R. Doc. 40-5598; Filed, December 13, 1940;  
11:00 a. m.]

[Docket No. 5952]

APPLICATION OF HERBERT L. WILSON  
(NEW)

Application dated, December 20, 1939; for construction permit; class of service, broadcast; class of station, broadcast; location, Middletown, New York; operating assignment specified: Frequency, 1310 kc.; power, 250 w. night, 250 w. day; hours of operation, unlimited.

##### NOTICE OF HEARING

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine the legal, financial, technical and other qualifications of the applicant to construct and operate the proposed station.

2. To determine the nature and character of the service the applicant proposes to render.

3. To determine whether public interest, convenience, or necessity would be served by the granting of the application of Herbert L. Wilson (File No. B1-P-2678), or would be better served by the granting of this application than the application of Community Broadcasting Corporation (File No. B1-P-2594).

The application involved herein will not be granted by the Commission unless

the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Herbert L. Wilson,  
260 East 161st Street,  
New York, N. Y.

December 6, 1940.  
By the Commission.

[SEAL] T. J. SLOWIE,  
Secretary.

[F. R. Doc. 40-5598; Filed, December 13, 1940;  
11:00 a. m.]

[Docket No. 5953]

**APPLICATION OF COMMUNITY BROADCASTING CORP. (NEW)**

Application dated October 25, 1939, for construction permit; class of service, broadcast; class of station, broadcast; location, Middletown, New York; operating assignment specified: frequency, 1310 kc.; power, 250 w. night; 250 w. day; hours of operation, Unlimited.

**NOTICE OF HEARING**

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine the legal, financial, technical and other qualifications of the applicant to construct and operate the proposed station.

2. To determine the nature and character of the service the applicant proposes to render.

3. To determine whether public interest, convenience, or necessity would be served by the granting of the application of Community Broadcasting Corporation (File No. B1-P-2594), or would be better served by the granting of this application than the application of Herbert L. Wilson (File No. B1-P-2678).

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the

applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Community Broadcasting Corporation,  
% Martin Karig, Jr.,  
15-17 King Street,  
Middletown, New York.

December 6, 1940.

By the Commission.

[SEAL] T. J. SLOWIE,  
Secretary.

[F. R. Doc. 40-5599; Filed, December 13, 1940;  
11:01 a. m.]

[Docket No. 5955]

**APPLICATION OF THE DODGE CITY BROADCASTING COMPANY, INC.**

Application dated May 14, 1940, for modification of license; class of service, broadcast; class of station, broadcast; location, Dodge City, Kansas; operating assignment specified: Frequency, 1340 kc.; power, 500 w. night, 1 kw. day; hours of operation, unlimited.

**NOTICE OF HEARING**

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine whether the granting of the application would be consistent with the Standards of Good Engineering Practice.

2. To determine whether the granting of this application would tend toward a fair, efficient and equitable distribution of radio service as contemplated by section 307 (b) of the Communications Act of 1934, as amended.

3. To determine the nature and extent of any interference which would result to the service of Stations KFRO, Longview, Texas, and KGIR, Butte, Montana, should Station KGNO operate as proposed simultaneously with Stations KFRO and KGIR.

4. To determine the nature and extent of any interference which would result from the granting of the instant application and the application of Station KFRO, Longview, Texas (B3-MP-872).

5. To determine the area and population served by Station KGNO, as now operated, and the area and population which would be served by operation of KGNO as proposed.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such

issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Dodge City Broadcasting Co. Inc.,  
Radio Station KGNO,  
Globe Building, 705-707 Second  
Ave.,  
Dodge City, Kansas.

December 12, 1940.

By the Commission.

[SEAL] T. J. SLOWIE,  
Secretary.

[F. R. Doc. 40-5595; Filed, December 13, 1940;  
11:00 a. m.]

**FEDERAL TRADE COMMISSION.**

[Docket No. 4405]

**IN THE MATTER OF SAMUEL H. MOSS, INC., A CORPORATION**

**COMPLAINT**

The Federal Trade Commission, having reason to believe that the party respondent named in the caption hereof, and hereinafter more particularly designated and described, since June 19, 1936, has been and is now violating the provisions of subsection (a) of Section 2 of the Clayton Act (U.S.C. Title 15, Section 13) as amended by the Robinson-Patman Act, approved June 19, 1936, hereby issues its complaint stating its charges with respect thereto as follows:

**PARAGRAPH 1.** Respondent Samuel H. Moss, Inc., is a corporation organized and existing under and by virtue of the laws of the State of New York, with its principal office and place of business located at 36 East 23d Street, New York, New York.

**PARAGRAPH 2.** Respondent corporation is now and has been since June 19, 1936, engaged in the business of processing, manufacturing, offering for sale, selling and distributing made to order straight line stamps, hereinafter referred to as rubber stamps. Such commodities processed and manufactured by the respondent are sold direct to the consuming public. Some customers of the respondent purchasing such products are located in states other than the state in which respondent's business is located and some customers, although located within the state in which the respondent's business is located, direct the shipment of their purchases be made by the respondent to their branch offices located in states other than the state in which the respondent's business is located, and in such cases respondent causes such products to be shipped and transported across state lines from respondent's place of business

to such customers or to such branch offices of such customers. There is and has been at all times mentioned a continuous course of trade and commerce in said products between respondent's factory and the purchasers of said products, some of which are located in states other than the state in which respondent's business is located, as aforesaid. Said products are sold and distributed for use within the various states of the United States.

**PAR. 3.** In the course and conduct of its business in commerce as aforesaid, respondent is now and during the time herein mentioned has been in substantial competition with other corporations and with individuals, partnerships, and firms engaged in the business of processing, manufacturing, offering for sale, selling and distributing rubber stamps.

**PAR. 4.** In the course and conduct of its business as aforesaid, respondent, since June 19, 1936, has been and is now discriminating in price between different purchasers buying such products of like grade and quality by selling its products to some of its customers at lower prices than it sells its products of like grade and quality to other of its customers.

Among the general practices pursued by the respondent in discriminating in price it is alleged that:

(1) To some customers the respondent has sold rubber stamps 3 inches or less in length and  $\frac{3}{8}$  inch or less in height at 4¢ per line, plus 4¢ for each additional line or any fraction thereof, while to other customers purchasing the same type of rubber stamp of like grade and quality, the respondent has charged for such product varying prices of 5¢, 7¢, 8¢, 15¢, 20¢, or 30¢ per line 3 inches or less in length and  $\frac{3}{8}$  inch or less in height plus in each instance an additional sum for each additional line or any fraction thereof.

(2) The respondent has sold at approximately the same time rubber stamps of like grade and quality at varying prices of 4¢, 5¢, and 15¢ per line 2 inches or less in length and  $\frac{3}{8}$  inch or less in height plus in each instance an additional sum for each additional line or any fraction thereof.

**PAR. 5.** The effect of the discriminations in price set forth in Paragraph 4 hereof has been and may be substantially to lessen competition and to injure, destroy and prevent competition between respondent and its competitors in the sale and distribution of rubber stamps in interstate commerce and has been and may be to tend to create a monopoly in respondent in said line of commerce.

**PAR. 6.** The foregoing acts and practices of said respondent are in violation of the provisions of subsection (a) of section 2 of the Clayton Act (U.S.C. Title 15, section 13) as amended by the Robinson-Patman Act approved June 19, 1936.

Wherefore, the premises considered, the Federal Trade Commission on this 6th day of December, A. D. 1940, issues its complaint against said respondent.

#### NOTICE

Notice is hereby given you, Samuel H. Moss, Inc., a corporation, respondent herein, that the 10th day of January, A. D. 1941, at 2 o'clock in the afternoon, is hereby fixed as the time, and the offices of the Federal Trade Commission in the City of Washington, D. C., as the place, when and where a hearing will be had on the charges set forth in this complaint, at which time and place you will have the right, under said Act, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of the law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The Rules of Practice adopted by the Commission with respect to answers or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitute the ground of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

\* \* \* \* \*

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true, and if in the judgment of the Commission such facts admitted constitute a violation of law or laws as charged in the complaint, to make and serve findings as to the facts and an order to cease and

desist from such violations. Upon application in writing made contemporaneously with the filing of such answer, the respondent, in the discretion of the Commission, may be heard on brief, in oral argument, or both, solely on the question as to whether the facts so admitted constitute the violation or violations of law charged in the complaint.

In witness whereof, the Federal Trade Commission has caused this, its complaint, to be signed by its Secretary, and its official seal to be hereto affixed, at Washington, D. C., this 6th day of December, A. D. 1940.

By the Commission.

[SEAL]

OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 40-5609; Filed, December 13, 1940;  
11:27 a. m.]

#### SECURITIES AND EXCHANGE COMMISSION.

[File No. 70-92]

#### IN THE MATTER OF COMMUNITY NATURAL GAS COMPANY

##### AMENDED ORDER GRANTING APPLICATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 12th day of December, A. D. 1940,

Community Natural Gas Company, a subsidiary of Lone Star Gas Corporation, having filed an application and amendments thereto, pursuant to section 10 of the Public Utility Holding Company Act of 1935, for approval of the acquisition by it of utility assets of Gainesville Gas Company, and

A public hearing with respect to the proposed transaction having been had after appropriate notice, the Commission having considered the record and having made and filed its findings and opinion, and issued its order granting said application subject to the provisions of Rule U-9 promulgated under said Act, and

Applicant having filed a further amendment to the application, requesting that the Commission approve applicant's purchase of certain additional assets of Gainesville Gas Company, consisting of notes and accounts receivable, for \$5,183.35 in cash, and

It appearing to the Commission that such acquisition is proper and meets the requirements of the Act and rules,

*It is ordered*, That said application, as amended, be and the same hereby is granted, subject to the provisions of Rule U-9 promulgated under the Public Utility Holding Company Act of 1935; and the previous order made in this matter is hereby amended to conform hereto.

By the Commission.

[SEAL]

ORVAL L. DUBoIS,  
Recording Secretary.

[F. R. Doc. 40-5603; Filed, December 13, 1940;  
11:13 a. m.]

[File No. 70-197]

IN THE MATTER OF SOUTHEASTERN ELECTRIC  
AND GAS COMPANY, LEXINGTON WATER  
POWER COMPANY

ORDER PERMITTING DECLARATION TO BECOME  
EFFECTIVE

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C. on the 12th day of December, A. D. 1940.

Southeastern Electric and Gas Company, a registered holding company, and Lexington Water Power Company, a subsidiary company thereof, having filed a declaration pursuant to the Public Utility Holding Company Act of 1935, particularly Section 12 (b) thereof, and Rule U-12B-1 thereunder, regarding the donation by Southeastern Electric and Gas Company to Lexington Water Power Company of \$110,000 principal amount of 5% First Mortgage Bonds, Series due 1968 and \$125,000 principal amount of 5½% Convertible Sinking Fund Debentures due 1953 of Lexington Water Power Company, with July 1, 1941 and subsequent coupons attached in each case; and

Said declaration having been filed on November 14, 1940, and certain amendments having been filed thereto, the last of said amendments having been filed on December 9, 1940, and notice of said filing having been duly given in the form and manner prescribed by Rule U-8 promulgated pursuant to said Act, and the Commission not having received a request for a hearing with respect to said declaration within the period specified in said notice, or otherwise, and not having ordered a hearing thereon; and

The Commission deeming it appropriate in the public interest and in the interest of investors and consumers to permit said declaration pursuant to Rule U-12B-1 to become effective;

*It is hereby ordered,* Pursuant to said Rule U-8 and the applicable provisions of said Act and subject to the terms and conditions prescribed in Rule U-9, that the aforesaid declaration, as amended, be and hereby is permitted to become effective forthwith.

By the Commission, Commissioner Healy absent and not participating.

[SEAL]

ORVAL L. DUBois,  
Recording Secretary.

[F. R. Doc. 40-5604; Filed, December 13, 1940;  
11:13 a. m.]

[File No. 70-210]

IN THE MATTER OF SOUTHWESTERN DE-  
VELOPMENT COMPANY

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 12th day of December, A. D. 1940.

Notice is hereby given that a declaration or application (or both), has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named party or parties; and

Notice is further given that any interested person may, not later than December 21, 1940, at 4:30 P. M., E. S. T., or 1:00 P. M., E. S. T., if such date be a Saturday, request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-8 of the Rules and Regulations promulgated pursuant to said Act. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

Southwestern Development Company, a registered holding company and subsidiary of The Mission Oil Company, a registered holding company, proposes to acquire from Commonwealth Edison Company and Public Service Company of Northern Illinois an aggregate of:

(1) 14,496.9864 shares of capital stock and \$395,500 principal amount of First Mortgage Bonds of Natural Gas Pipeline Company of America;

(2) 193.29316 shares of the capital stock of Texoma Natural Gas Company; and

(3) 19.329316 shares of the capital stock of Quadrangle Gas Company; the aggregate total purchase price being \$482,481.92 plus accrued interest on the Bonds to date of delivery.

Southwestern Development Company also proposes to issue and sell to Guaranty Trust Company of New York (pursuant to an amended loan agreement dated August 1, 1939) a collateral note, or notes, payable July 1, 1945, bearing an annual interest rate from one and one-half to three percent depending upon the date of payment, in an aggregate principal amount sufficient to cover the purchase price of said stocks and bonds (not to exceed \$482,481.92 plus accrued interest on said bonds to date of delivery).

Sections 7 and 10 of the Public Utility Holding Company Act of 1935 are designated as applicable to the proposed transaction.

By the Commission.

[SEAL]

ORVAL L. DUBois,  
Recording Secretary.

[F. R. Doc. 40-5606; Filed, December 13, 1940;  
11:14 a. m.]

[File No. 70-213]

IN THE MATTER OF CENTRAL POWER COM-  
PANY AND NORTHWESTERN PUBLIC SERV-  
ICE COMPANY

ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 12th day of December, A. D. 1940.

An application and declaration having been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above-named persons; and

Such application and declaration concerning the following:

Central Power Company, hereinafter referred to as "Central", a subsidiary of The Middle West Corporation, proposes to sell to Northwestern Public Service Company, hereinafter referred to as "Northwestern", a subsidiary of North West Utilities Company which is in turn a subsidiary of The Middle West Corporation, both registered holding companies, and Northwestern proposes to acquire the gas utility properties and assets located at Grand Island, Hastings and Kearney, Nebraska, and used for the local distribution and sale of natural gas in said cities, and the accounts receivable, unbilled revenues, materials, supplies and merchandise pertaining to the gas utility business of Central in said cities, such transaction being a step toward the sale of all the properties and assets of Central, the winding up of its business as a public utility company and its dissolution; and

It appearing to the Commission that it is appropriate and in the public interest and the interest of investors and consumers that a hearing be held with respect to said declaration and application and that said declaration shall not become effective or said application be granted except pursuant to further order of the Commission, and that at said hearing there be considered, among other things, the various matters hereinafter set forth;

*It is ordered,* That a hearing on such matter under the applicable provisions of said Act and the rules of the Commission thereunder be held on December 27, 1940 at 10:00 o'clock A. M. at the offices of the Securities and Exchange Commission, 1778 Pennsylvania Avenue NW, Washington, D. C. On such day the hearing room clerk in room 1102 will advise as to the room where such hearing will be held. At such hearing, if in respect of any declaration, cause shall be shown why such declaration shall become effective;

*It is further ordered,* That Willis E. Monty or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearing in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c)

of said Act and to a trial examiner under the Commission's Rules of Practice;

*It is further ordered.* That without limiting the scope of issues presented by said application and declaration particular attention will be directed at said hearing to the following matters and questions:

(a) Whether as to the proposed acquisition by Northwestern

(1) such acquisition will tend towards the concentration of control of public utility companies of a kind or to an extent detrimental to the public interest or the interest of investors or consumers;

(2) the consideration to be given, directly or indirectly, in connection with such acquisition is reasonable and bears a fair relationship to the sums invested in or the earning capacity of the utility assets to be acquired;

(3) such acquisition will be detrimental to the public interest or the interest of investors or consumers or the proper functioning of such holding company system; and

(4) whether such acquisition will serve the public interest by tending towards the economical and efficient development of an integrated public utility system;

(b) Whether as to the proposed sale by Central the terms and conditions thereof are detrimental to the public interest or the interest of investors or consumers, and will not tend to circumvent the provisions of the Act or any rules, regulations or orders of the Commission thereunder.

Notice of such hearing is hereby given to such declarant or applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before December 21, 1940.

By the Commission.

[SEAL]

ORVAL L. DUBois,  
Recording Secretary.

[F. R. Doc. 40-5605; Filed, December 13, 1940;  
11:14 a. m.]

IN THE MATTER OF BARRETT & COMPANY,  
SATTERFIELD & LOHRKE, AND BOND &  
GOODWIN, INC.

ORDER FOR CONTINUANCE

At a regular session of the Securities and Exchange Commission, held at its offices in the City of Washington, D. C., on the 12th day of December, A. D. 1940.

For good cause shown it is hereby ordered that the hearing in this matter heretofore set for the 16th day of December 1940, be and the same is hereby continued to the 6th day of January, 1941, at 10 o'clock, A. M., at the Boston Regional Office of the Securities and Exchange Commission, 82 Devonshire Street, Boston, Massachusetts, and thereafter at such times and places in Boston, Massachusetts, or elsewhere, as the officer heretofore designated to conduct this proceeding may determine.

By the Commission.

[SEAL] ORVAL L. DUBois,  
Recording Secretary.

[F. R. Doc. 40-5607; Filed, December 13, 1940;  
11:14 a. m.]

[File No. 31-84]

IN THE MATTER OF INTERNATIONAL UTILITIES CORPORATION AND DOMINION GAS AND ELECTRIC COMPANY

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 13th day of December, A. D. 1940.

An amendment to an application pursuant to the Public Utility Holding Company Act of 1935, having been duly filed with this Commission by the above-named parties;

*It is ordered.* That a hearing on such matter under the applicable provisions of said Act and the rules of the Commission thereunder be held on December 23, 1940, at 10:00 o'clock in the forenoon of that day, at the Securities and Exchange Building, 1778 Pennsylvania Avenue NW, Washington, D. C. On such

day the hearing-room clerk in room 1102 will advise as to the room where such hearing will be held. At such hearing, if in respect of any declaration, cause shall be shown why such declaration shall become effective.

*It is further ordered.* That Willis E. Monty or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said Act and to a trial examiner under the Commission's Rules of Practice.

Notice of such hearing is hereby given to such declarant or applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before December 18, 1940.

The matter concerned herewith is in regard to an amendment to an application by International Utilities Corporation and Dominion Gas and Electric Company for an order exempting the latter as a holding company pursuant to section 3 (a) (5) of the Act and exempting the latter and its subsidiaries as subsidiaries of International Utilities Corporation pursuant to section 3 (b) of the Act. The Commission on April 13, 1939 entered an order exempting Dominion Gas and Electric Company and its subsidiaries from certain of the provisions of the Act. The exemption so granted expires on December 31, 1940 subject to the right of the companies to make application to the Commission for an extension of such exemption. The present amendment requests an extension of the exemption previously granted by the Commission.

By the Commission.

[SEAL]

ORVAL L. DUBois,  
Recording Secretary.

[F. R. Doc. 40-5616; Filed, December 13, 1940;  
11:51 a. m.]